



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

This is the Tenant's application for return of the security deposit paid to the Landlord.

The parties gave affirmed testimony at the Hearing.

The Tenant testified that she served the Landlord with the Notice of Hearing documents and copies of her documentary evidence, by registered mail on May 13, 2011. The Landlord's agent acknowledged receipt of the documents.

Issues to be Decided

- Is the Tenant entitled to a return of the security deposit pursuant to the provisions of Section 38 of the Act?

Background and Evidence

The Tenant testified that she went to see the rental unit on February 3, 2011, and provided the Landlord's agent with a security deposit to hold the apartment. She stated no tenancy agreement was signed, but she understood that monthly rent was \$680.00 and that the tenancy would start on March 1, 2011.

The Tenant testified that she called the Landlord's agent on February 5, 2011, and explained that she would not be taking the rental unit because she had to have surgery.

The Tenant stated that the Landlord's agent required a letter stating that she would not be renting the apartment and providing her forwarding address.

The Tenant testified that she provided that letter on February 22, 2011, by posting it in the regular mail.

The Landlord's agent stated that he does not dispute the Tenant's claim for return of the security deposit. He stated that he did not receive the letter that the Tenant mailed on February 22, 2011, and that he would return the security deposit to the Tenant.

The Landlord's agent disputed that on February 5, 2011, the Tenant told him she would not be moving in. He stated that the Tenant did not tell him that she was not moving into the rental unit until one or two weeks after she gave him the security deposit. He stated that he made an appointment with the Tenant to provide him with written notice that she would not be moving in, but she did not show up.

The Landlord's agent stated that he wanted to legally re-rent the suite to another person and could not do so without the Tenant's written notice. The Landlord's agent stated that the rental unit was re-rented in mid-March.

Analysis

The Landlord's agent does not dispute that he owes the Tenant return of the security deposit. The Tenant did not provide sufficient evidence that the Landlord received her letter of February 22, 2011, and therefore I do not find that the Tenant is entitled to double the amount of the security deposit as required by Section 38(6) of the Act. Therefore, I grant the Tenant's application and **order the Landlord to pay the Tenant \$340.00 within 15 days of receipt of this Decision.**

The Landlord provided testimony that he believes he is entitled to compensation from the Tenant for loss of revenue, however the Landlord has not filed an application and is at liberty to do so.

Conclusion

I hereby provide the Tenant a Monetary Order in the amount of **\$340.00** for service upon the Landlord. **I order that the Landlord pay this sum to the Tenant within 15 days of receipt of this Decision.** This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 26, 2011.

Residential Tenancy Branch