



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for money owed or compensation for loss or damage under the *Residential Tenancy Act* (Act), regulation or tenancy agreement, for the return of their security deposit and a Monetary Order to recover the filing fee.

I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenants. On the basis of the evidence presented at the hearing, a decision has been reached.

### Issues(s) to be Decided

- Are the tenants entitled to a Monetary Order for money owed or compensation for damage or loss under the Act?  
Are the tenants entitled to recover their security deposit?

### Background and Evidence

The tenant's undisputed testimony states that this month to month tenancy started on December 01, 2010. The rent for this unit started at \$825.00 per month and reduced to \$800.00 per month when a service was cancelled. Rent was due on the first of each month.

The tenants testify that they received a Two Month Notice to End Tenancy on April 30, 2011. This Notice gave a date to vacate the rental unit of July 01, 2011. The reason given on the Notice was that all conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

The tenants state they did not dispute this notice and gave the landlord notice to move from the rental unit on June 05, 2011. The tenants testify they had multiple conversations with the landlord about their compensation for this notice equivalent to one months' rent but he did not agree that they were entitled to claim this from him. The tenants seek to recover this compensation now to the sum of \$800.00.

The tenants also seek to recover double their security deposit and pet deposit which the landlord failed to return to them within 15 days of receiving their forwarding address in writing. The tenants also state the landlord failed to do either a move in or a move out condition inspection and is therefore not entitled to keep their security or pet damage deposit for damages to the unit. The tenants testify the landlord failed to complete any paperwork for them during their tenancy despite requests from them for him to do so.

The tenants also seek to recover their filing fee paid for this application.

### Analysis

The landlords served the tenant with a Two Month Notice to End Tenancy for the landlord's use of the property. Section 51 of the *Act* states:

#### **Tenant's compensation: section 49 notice**

- 51** (1) A tenant who receives a notice to end a tenancy under section 49 *[landlord's use of property]* is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

Section 50 of the *Act* states:

**Tenant may end tenancy early following notice under certain sections**

**50** (1) If a landlord gives a tenant notice to end a periodic tenancy under section 49 [*landlord's use of property*] or 49.1 [*landlord's notice: tenant ceases to qualify*], the tenant may end the tenancy early by

(a) giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice, and

A notice under this section does not affect the tenant's right to compensation under section 51 of the *Act* and by giving the tenants a Two Month Notice the landlord is still obligated to pay the tenant the equivalent of one months' rent. Consequently I find the tenants are entitled to a Monetary Order to recover this compensation of **\$800.00** from the landlord pursuant to s. 67 of the *Act*.

With regard to the tenants claim for the return of double their security and pet damage deposits; Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants address in writing to either return the security deposit and pet deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit or pet deposit then pursuant to section 38(6) of the *Act*, the landlord must pay double the amount of the security deposit and pet deposit to the tenant.

The tenant's undisputed testimony and documentary evidence shows that they did give the landlord their forwarding address in writing on June 06, 2011. As a result, the landlord had until June 21, 2011 to return the tenants security deposit and pet deposit or apply for Dispute Resolution to make a claim against it. I find the landlord did not return the tenants security or pet deposits. Although the tenants only applied for the original deposits the *Act* does allow for these amounts to be doubled if the tenants do not specifically waive their

right to have the deposits doubled. The tenants have not waived this right and consequently, pursuant to section 38(6)(b) of the *Act*, the landlord must pay the tenants double the amount of their security and pet deposits. The tenants are entitled to a Monetary Order for the sum of **\$824.50** for the security deposit and **\$400.00** for the pet deposit:

As the tenants has been successful with their claim I find they are entitled to recover the **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act*.

The tenants will receive a Monetary Order as follows:

Compensation for the Two Month Notice	\$800.00
Double the pet deposit	\$400.00
<b>Subtotal</b>	<b>\$2,024.50</b>
Plus filing fee	\$50.00
<b>Total amount due to the tenants</b>	<b>\$2,074.50</b>

### Conclusion

I HEREBY FIND in favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$2,074.50**. The order must be served on the respondent and is enforceable through the Provincial Court 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: September 21, 2011.

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Residential Tenancy Branch