



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of the security deposit. The tenant also requested the return of rent for the balance of the month in which he moved out.

The tenant stated that he served the notice of hearing on the landlord in person on October 20, 2011. The landlord responded by filing evidence but did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit and rent?

Background and Evidence

The tenancy began on October 01, 2011. On October 06, 2011 the tenant served the landlord with a notice to end tenancy effective October 31, 2011, stating that he found the rental unit too small and that due to his hearing impairment he needed to raise the volume on his television and get a 1000 watt home theatre system.

The tenant stated that the power supply tripped a few times and over the long weekend he was left without power as there was no staff member available to reset the breaker. The tenant stated that due the problems with the power supply, he moved out moved out on October 11 instead of at the end of October.

The tenant did not give the landlord his forwarding address in writing. The tenant is claiming the return of his security deposit and the balance of rent for the period of October 12 to October 31, 2011.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of the tenant, he gave the landlord notice to end the tenancy on October 06, 2011. Since rent is due on the first of the month, I find that the tenant's notice on October 06 would effectively end the tenancy on November 30, 2011. I find that the tenant is not entitled to the return of rent for the balance of October.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, the tenant failed to provide the landlord with his forwarding address in writing and therefore did not receive his security deposit. The tenant is now aware that he must provide the landlord with his forwarding address in writing and allow the landlord 15 days to return the security deposit or make application to keep it.

Conclusion

The tenant's application is dismissed.

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: January 09, 2012.

Residential Tenancy Branch