



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and further monetary compensation. Both the tenant and an agent for the landlord participated in the teleconference hearing.

The tenant submitted evidence that the landlord did not receive. The tenant stated that she served the landlord the evidence by sliding it under the landlord's office door after hours on Friday, March 23, 2012. I therefore did not admit or consider the tenant's late evidence. I heard testimony from both parties regarding the tenant's claim.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?
Is the tenant entitled to further monetary compensation as claimed?

Background and Evidence

The tenancy began on July 1, 2007. At the outset of the tenancy the tenant paid the landlord a security deposit of \$412.50. The tenancy ended on December 31, 2011. The landlord and the tenant conducted a move-out inspection on that date, and the tenant gave the landlord her written forwarding address. The tenant also authorized the landlord to withhold \$50 from the security deposit for cleaning. The landlord sent the tenant a cheque for \$364.17. The cheque is dated January 14, 2012.

Tenant's Evidence

On December 7, 2011 the tenant received a notice to end tenancy for unpaid rent. The tenant had already paid her rent for December on November 18, 2011. The tenant had previously been served with a notice to end tenancy for unpaid rent in September 2011, when she had paid September rent in August. In December 2011 the landlord gave the tenant two separate notices of entry for routine inspections, and the tenant felt that the

notices were a direct invasion of her privacy. The tenant was not satisfied with the landlord's management of the rental property, and on December 15, 2011 the tenant gave the landlord written notice that she intended to vacate the rental unit as of December 31, 2011. The tenant did not receive the landlord's cheque for reimbursement of the security deposit until January 31, 2012.

The tenant has claimed the following monetary amounts:

- 1) \$364.17 for the doubled amount of the balance of the security deposit – the landlord did not return the balance of the security deposit within 15 days of receiving the tenant's written forwarding address
- 2) \$70 for a truck rental to move out of the rental unit
- 3) \$200 for two laborers to help move
- 4) \$500 for half of December 2011 rent and \$250 for half of the security deposit to move into a new place
- 5) \$15 for replacement of the tenant's storage lock, which was not returned to her
- 6) \$930 reimbursement of 100 percent of December 2011 rent, for loss of quiet enjoyment

Landlord's Response

The landlord issued the notice to end tenancy for unpaid rent and the tenant did not dispute the notice; rather, she chose to move out. The notices to enter the rental unit for routine inspections contained directions for the tenant to contact the landlord if the tenant had any problems with the intended inspections, but the tenant did not contact the landlord.

The landlord stated that they issued the cheque for reimbursement of the security deposit on January 14, 2012. The landlord did not provide any testimony or other evidence regarding the date that they mailed the cheque.

Analysis

In regard to the security deposit, I find that the landlord failed to provide sufficient evidence that they sent the cheque to the tenant on January 14, 2012. I accept the tenant's testimony that she did not receive the cheque until January 31, 2012. I therefore find that the tenant is entitled to the doubled amount of the balance of the security deposit, in the amount of \$364.17.

I find that the tenant is not entitled to the remainder of her claim. It was open to the tenant to apply for dispute resolution to dispute the notice to end tenancy or for an order

that the landlord comply with the Act. Instead, the tenant decided to move out of the rental unit. The tenant is therefore not entitled to any costs claimed for her move. I do not find that the landlord's notices of entry amount to a loss of quiet enjoyment for the tenant, and she is therefore not entitled to compensation for loss of quiet enjoyment. I dismiss these portions of the tenant's application.

As the tenant's application was only partially successful, I find that she is entitled to partial recovery of her filing fee, in the amount of \$25.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$389.17. This order may be filed in the Small Claims Court 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: April 4, 2012.

Residential Tenancy Branch