



# Dispute Resolution Services

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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 a monetary order for the return of double the security deposit and the recovery of the filing fee. The tenant also applied for compensation pursuant to a notice to end tenancy for landlord's use of property.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to compensation and to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on May 01, 2010 for a fixed term of six months. At the end of the term the parties entered into a month to month tenancy. The monthly rent was \$700.00. Prior to moving in the tenant paid a security deposit of \$350.00.

On January 18, 2012, the landlord wrote a letter to the tenant informing her that he had some health issues and needed to spend more time with his family. For these reasons he was giving the tenant notice to end the tenancy effective April 01, 2012.

On February 07, 2012, the parties entered into a mutual agreement to end tenancy effective March 01, 2012.

The tenant moved out at the end of February and gave the landlord her forwarding address in writing on March 01, 2012 with a request to return the security deposit plus rent for the last month of the tenancy. The landlord stated that he made several unsuccessful attempts to contact the tenant to settle the matter.

The landlord stated that the tenant left the unit without cleaning the carpet and also owed for household cleaning products.

### **Analysis**

Section 52 of the *Residential Tenancy Act* addresses Notices to end tenancy as follows:

In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

In this case, the notice to end tenancy does not comply with section 52 as it is not in the approved form. In addition the tenant entered into a mutual agreement to end the tenancy. Accordingly, I find that this notice is not valid and therefore the tenant is not entitled to compensation under section 51 of the *Act*. The tenant's claim for compensation in the amount of one month's rent is dismissed.

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.

Based on the sworn testimony of both parties, I find that the landlord was notified of the tenant's forwarding address on March 01, 2012. I further find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address. Therefore, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$350.00 and is obligated under section 38 to return double this amount along with the accrued interest of \$0.00. Since the tenant has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

**Conclusion**

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$750.00**, which represents double the base security deposit and the filing fee. 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: August 08, 2012.

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Residential Tenancy Branch