



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$3109.62. The applicants are also requesting recovery of the \$50.00 filing fee.

Decision and reasons

The tenant(s) have applied for the return of double their security deposit; however the tenant(s) did not give the landlord(s) a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration.

Therefore at the time that the tenant(s) applied for dispute resolution, the landlord(s) were under no obligation to return the security deposit and therefore this application is premature.

I therefore dismiss the claim for return of double the security deposit with leave to re-apply after the required waiting period has expired.

At the hearing the tenant(s) stated that the address on the application for dispute resolution is their present forwarding address; therefore the landlord(s) are now considered to have received the forwarding address in writing as of today, October 10, 2012.

The applicants are also requesting moving costs and compensation for having to move out of the rental unit without having received proper notice.

The applicants testified that the landlord served them with a one month, hand written Notice to End Tenancy, and therefore they believe that since this was not a valid notice the landlords should be paying their moving costs of \$609.62, and should compensate them the equivalent of two months' rent.

It is my decision that I will not allow the tenants claim for compensation or moving costs, because the tenants were not served with a valid Notice to End Tenancy and therefore were not required to move out of the rental unit, and if they did so even though they had not been served with a valid notice, they did so at their own expense.

Conclusion

As stated above, the claim for an order for return of double the security deposit is dismissed with leave to reapply.

The remainder of this monetary claim is dismissed without leave to reapply.

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: October 10, 2012.

Residential Tenancy Branch