



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, MNDC

Introduction

Some documentary evidence and written arguments has 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 an application for a monetary order for \$1275.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

This tenancy began on August 1, 2012 with the monthly rent of \$850.00, and a security deposit of \$425.00 was collected at that time.

The applicant testified that:

- On November 30, 2012 he gave the landlord written notice to end the tenancy at the end of December 2012.
- The landlord subsequently asked him if he could move on December 14, 2012, as he had tenants that wanted to move in by that date.
- The landlord stated that if he could move out by December 14, 2012 he would reimburse one half months rent.
- He did move out by December 14, 2012, however the landlord has refused to reimburse the half months rent.

- The landlord has also failed to return the security deposit, even though he has had a forwarding address in writing since December 14, 2012.

The applicant is therefore requesting a monetary order as follows:

Return of one half December 2012 rent	\$425.00
Return full security deposit	\$425.00
Penalty for failing to return security deposit	\$425.00
Filing fee	\$50.00
Registered mail cost	\$10.00
Total	\$1335.00

The respondent testified that:

- He did ask the applicant to move out by December 14, 2012 as he had tenants that wanted to move in that time; however those tenants subsequently changed their minds and therefore the unit was not re-rented until January 1, 2013.
- He was going to return the security deposit, however the tenant applied for dispute resolution and therefore he has not returned it yet.

Analysis

It is my decision that the landlord is required to return one half of the December 2012 rent, because the tenant vacated the rental unit on December 14, 2012 at the landlord's request.

It is also my decision that the landlord must return the security deposit double.

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on December 14, 2012 and the landlord had a forwarding address in writing by December 14, 2012 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the \$425.00 security deposit to the tenant, for a total of \$850.00.

I also allow the claim for recovery of the \$50.00 filing fee

I deny the request for registered mail costs as this is a cost of the dispute resolution process, and I have no authority to award costs other than the filing fee.

Conclusion

I have issued a monetary order in the amount of \$1325.00.

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: May 14, 2013

Residential Tenancy Branch

