



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

The tenant applies for a return of her \$275.00 security deposit, doubled to \$550.00 under s. 38 of the *Residential Tenancy Act*.

At hearing the landlord advanced a claim for loss of June rent due to an alleged inadequate notice from the tenant to terminate the tenancy and for carpet cleaning costs. The tenant agreed that I should hear these two claims from the landlord even though he had not made a formal application for dispute resolution.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the tenant is entitled to double her deposit or that the landlord is entitled to recover June rent or carpet cleaning costs?

Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in February 2013. The rent was \$550.00 per month. The landlord holds a \$275.00 security deposit.

The tenant says she gave verbal notice in April that she was leaving at the end of May.

The landlord denies any notice and says she just disappeared at the end of May.

The tenant says she gave the landlord a forwarding address in June. The landlord received the tenant's address with her application for dispute resolution no later than mid-July.

The landlord says he was without a tenant for June and that the tenant left the place in a mess with spots on the carpet. The tenant complains the place was mouldy.

Analysis

The law requires that the tenant give written notice to end a tenancy. Verbal notice is not sufficient and, indeed, a landlord would run a significant risk in relying on a verbal notice. I find the tenant caused the landlord to lose June's rent and I award the landlord \$550.00 in that regard.

The landlord had the tenant's forwarding address at least by mid July yet failed to comply with s. 38 of the *Act* requiring him to either repay the deposit or make an application to keep it within 15 days. He must suffer the doubling penalty imposed by s. 38. The tenant is entitled to a monetary award of \$550.00.

Conclusion

Each side is entitled to a monetary award of \$550.00. Those awards set each other off and so neither side is entitled to any monetary order against the other.

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 27, 2013

Residential Tenancy Branch

