



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 double recovery of the security deposit and further monetary compensation. One tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

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 25, 2012, with monthly rent in the amount of \$1100. At the outset of the tenancy the tenant paid the landlord a security deposit of \$550. The landlord did not complete a move-in inspection with the tenant at the outset of the tenancy. The tenancy ended on May 31, 2013.

The tenant stated that she provided the landlord with her written forwarding address on a piece of paper that she left on the kitchen counter on May 31, 2013.

The tenant stated that on April 29, 2013, the landlord served the tenant with a one-month notice to end tenancy for cause. The notice had no cause indicated on it. The tenant felt that the landlord should have served the tenant a two-month notice, in which

case the tenant would be entitled to compensation equivalent to one month's rent, in the amount of \$1100.

The landlord stated that she gave the tenant verbal notice in February 2013 that the strata was requiring the tenant to vacate.

The landlord acknowledged that she has not returned the security deposit or applied for dispute resolution. The landlord first stated that she did not receive the tenant's forwarding address in writing, but in her evidence she included a note from the tenant that included the forwarding address.

Analysis

The tenant is not entitled to compensation equivalent to one month's rent. The tenant did not receive a two-month notice, and she chose to move out rather than dispute the one month notice.

I find that the tenant is entitled to double recovery of the security deposit. The tenancy ended on May 31, 2013, and the tenant provided her forwarding address in writing on that date. The landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing. Under section 38 of the Act, I therefore grant the tenant double recovery of the security deposit, in the amount of \$1100.

As the tenant's application was partially successful, she is entitled to partial recovery of her security deposit, in the amount of \$25.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1125. 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 22, 2013