



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The facts are not in dispute. The tenancy began on or about December 14, 2008 and ended on May 31, 2014 pursuant to a 2 month notice to end tenancy (the "Notice"). At the outset of the tenancy, the tenant paid a security deposit of \$238.50. She provided her forwarding address in writing to the landlord at the end of the tenancy.

The reason for ending the tenancy listed on the Notice was that the landlord's close family member intended to reside in the unit. The landlord testified that his daughter resided in the unit for 2 months, after which he re-rented it to another unrelated party.

Analysis

First addressing the security deposit claim, s. 38(1) of the Act provides that within 15 days of the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either return the deposit in full to the tenant or file an application for dispute resolution claiming the deposit. In this case, the landlord did neither, explaining that the tenant in his view had damaged the carpet.

S. 38(6) provides that if the landlord fails to comply with the section quoted above, the landlord must pay to the tenant an amount equivalent double the deposit. I find that as

the landlord failed to comply with the Act, he is liable for double the deposit. I award the tenant \$477.00.

Turning to the claim for double rent, s. 51(2) provides that if a landlord gives a 2 month notice to end tenancy and does not use the rental unit for the purpose stated on the notice for at least 6 months, the landlord must pay the tenant an amount equivalent to double the monthly rent. I find that the landlord did not use the rental unit for the purpose stated on the Notice for at least 6 months and I find that he is therefore liable for double the rent. I award the tenant \$950.00.

Conclusion

The tenant is awarded \$1,427.00 which represents double the monthly rent and double the security deposit. I grant the tenant a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The landlord is free to pursue a monetary claim against the tenant should he wish to do so.

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 18, 2014

Residential Tenancy Branch

