



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF, MNSD, MNDC

Introduction

This hearing dealt with an application by the landlord for a monetary order and application by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the either party entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on July 1, 2012 and ended on June 10, 2013. The tenants were obligated to pay \$700.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$350.00 security deposit.

I address the landlord's claims and my findings around each as follows.

Landlords Claim – The landlord is seeking \$466.80 for unpaid rent in the month of June 2013. The landlord stated that the tenants moved out on the 10th without her consent. The tenants did not dispute this point. The tenants own documentary evidence shows that they vacated the unit on the 10th whereby the tenancy agreement clearly

shows that the commencement of the tenancy was on the first. Section 45 of the Act addresses this issue as follows.

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement

Based on the above I find that the tenants did not provide proper notice and that the landlord is entitled to \$466.80. The landlord is also entitled to the recovery of the \$50.00 filing fee for a total award of \$516.80.

I address the tenants claim and my findings as follows.

Tenants Claim – The tenants stated that they provided their forwarding address in writing on August 13, 2013 and have still not received their deposit. The landlord stated that she had not been provided their forwarding address until it was given to her for a previous hearing involving these tenants. The landlord stated that when she was provided the address she filed an application within 15 days. I asked the tenant as to where and when she sent their forwarding address. The tenants' testimony was not compelling and I found it to be contradictory to the documentary evidence she provided. Based on all of the above and on the balance of probabilities I find that the landlord filed an application within 15 days of receiving the tenants forwarding address and I dismiss the tenants request for the return of double the security deposit.

As for the monetary order, I find that the landlord has established a claim for \$516.80. I order that the landlord retain the \$350.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$166.80. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$166.80. The landlord may retain the security deposit.

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 26, 2014

Residential Tenancy Branch

