



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This was a hearing with respect to the tenant's application for the return of her security deposit, including double the amount and for reimbursement of rent paid. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord did not attend, although he was served with the application and Notice of Hearing sent by registered mail on January 8, 2015. Canada Post records show that the registered mail was successfully delivered to the landlord.

### Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

Is the tenant entitled to reimbursement of rent paid?

### Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on October 1, 2010. The initial rent was \$945.00 per month but had been increased to \$985.00 on October 1, 2012. The tenant paid a security deposit of \$472.50 at the start of the tenancy.

The tenant was served with a one month Notice to End Tenancy for cause. She applied to cancel the Notice to End Tenancy, but chose to move out. She paid rent for November, 2014 and moved out on November 15, 2014.

The tenant conducted a move-out inspection with the landlord's agent on November 15, 2014. She provided her forwarding address to the landlord's agent by writing it on the landlord's move-out inspection form. The tenant has exchanged e-mails with the landlord and has requested the return of her security deposit as well as a further amount awarded to her in an earlier dispute resolution proceeding with the landlord.

The tenant said that the landlord paid the monetary award but has neglected or refused to return her security deposit.

The landlord did not return the security deposit and he has not applied for dispute resolution to claim the deposit.

In addition to the return of her deposit, the tenant claimed that she paid rent for the month of November, but moved out on November 15, 2014. She requested the reimbursement of rent for the latter half of November in the amount of \$492.50.

### Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, on the move-out inspection report and I find that the tenant served the landlord with documents notifying the landlord of this application as required by the *Act*, based on the Canada Post records obtained.

The tenants' security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$945.00.

With respect to the tenants' claim for reimbursement of rent, the tenant applied to dispute the landlord's Notice to End Tenancy. After she paid rent for November she decided to move out and did so on November 15<sup>th</sup>. The tenant did not provide evidence that she notified the landlord of her change of position and there is no evidence to show that the landlord was able to re-rent the unit for the remainder of the month. I find that the tenant has not proved that she is entitled to be repaid any portion of November's rent and this portion of her claim is dismissed without leave to reapply.

Conclusion

The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$995.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered 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: April 15, 2015

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Residential Tenancy Branch

