



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

The tenant applies for a monetary award for return of a partial month's rent and recovery of a security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the "*Act*").

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the tenant entitled to recover rent? Is she entitled to return of her security deposit or have it doubled under s. 38 of the *Act*?

Background and Evidence

The rental unit is a two bedroom apartment. The applicant tenant Ms. M. moved in October 1, 2014 for a one year fixed term tenancy at a monthly rent of \$1550.00. She paid a \$775.00 security deposit.

Shortly after, she was joined by Ms. X. Ms. X. also signed a tenancy agreement. It is agreed Ms. X became Ms. M.'s cotenant.

By a letter dated and delivered to Mr. M.C. on March 13, 2015, and copied to Ms. M., Ms. X. gave notice to end the tenancy three days later; March 16.

Both Ms. M. and Ms. X. vacated the premises by March 16 and on that day Ms. M. attended a move-out inspection with Mr. M.C. A report was prepared. In it, Ms. M. authorized the landlord to retain the \$775.00 security deposit towards payment for damage and cleaning.

Ms. M. is of the view that since she had paid rent for all of March but left on March 16, she should be entitled to recover rent paid for the latter half of March.

She indicates that she provided the landlord with her forwarding address in a prior application for the same relief. That application was brought not long after the tenancy ended but was dismissed with leave to re-apply due to service irregularities.

For the landlord, Mr. M.C. points to the move-report as proof that the landlord had the tenants written authorization to retain the deposit.

He says the tenants broke the fixed term tenancy and should not receive rent back. He states the rental unit, after repair and cleaning costing over \$900.00, was re-rented for April 1, 2015

Analysis

Ms. M. has signed off on the security deposit. There is no evidence that she was somehow forced into doing. She is bound by that document and cannot now claim the deposit money back.

The March 2015 rent became due in full on March 1 and was paid. If the tenants chose to leave during that month, there is no basis for a claim for recovery of a portion of that month's rent.

Indeed, it is clear that the tenants left before the end of the fixed term and could have been responsible for more than just the March rent had the landlord not re-rented for April 1.

Conclusion

The tenant Ms. M.'s application must be dismissed.

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: November 23, 2016

Residential Tenancy Branch