

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Monetary order for under section 67 of the Act by both parties
- Retain security deposit towards any amount owed for Landlord
- Double the return of security deposit for Tenant
- 12 Months' compensation related to Two Month Notice
- Return of excess \$1,500.00 rent paid for March 2024
- Filing fees for both parties

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issues to be Decided

- Is either party entitled to a Monetary Order under the Act and if so, in what amount?
- Is either party entitled to the filing fee?

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

A copy of the tenancy agreement was submitted in evidence, which began on April 1, 2020. Monthly rent was \$4,200.00 per month, except for the first three months, and due on the first day of each month.

As both parties confirmed that a security deposit was not paid, I dismiss all claims related to a security deposit without leave to reapply, as a security deposit was not paid in the matter before me.

As there was no Two Month Notice served to end the tenancy, that portion of the application is also dismissed without leave to reapply due to insufficient evidence.

The Tenant confirmed that they served the Landlord with their notice to vacate on March 7, 2024, with move-out date of April 30, 2024.

The Landlord Agent confirmed that rent was paid for the months of March, April and May 2024 by subtenants of the Tenant. As such, I find the Landlord has no claim and their claim is dismissed in full without leave to reapply as I find the Landlord has failed to prove any loss under the Act.

As the Landlord Agent confirmed that in addition to the \$4,200.00 paid for March 2024 rent, the Tenant paid \$1,500.00, both parties were advised that I find the Tenant overpaid March 2024 rent by \$1,500.00. Accordingly, I grant the Tenant the return of that overpayment as I find the Landlord was unjustly enriched by an overpayment of rent which must be returned to the Tenant.

Under section 67 of the Act, I grant a total Monetary Order of **\$1,500.00** to the Tenant.

I decline to grant the filing fee to both parties as both parties applied for claims they were not entitled to such as claiming towards a security deposit that never was paid to begin with.

Conclusion

The Landlord's application fails in full as it has no merit and dismissed without leave to reapply.

Most of the Tenant's claim has no merit. The only successful portion is the return of \$1,500.00 overpayment of March 2024 rent. The remainder is dismissed without leave to reapply due to insufficient evidence.

The Tenant is granted a Monetary Order of \$1,500.00. Before it is enforced, the Tenant must serve the Landlord with the Monetary Order, which is enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

The decision will be emailed to both parties.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: November 15, 2024

Residential Tenancy Branch