Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNR, MNSD, & FF

Introduction:

This hearing dealt with cross applications by the parties. The landlord is seeking a monetary claim due to non-payment of rent by the tenant. The tenant is seeking the return of double her security deposit plus interest. Both parties appeared for the hearing and were provided the opportunity to be heard.

Issues to be Determined:

Has the landlord established a monetary claim related to non-payment of rent by the tenant? Is the tenant entitled to the return of double his security deposit?

Background and Evidence:

This tenancy began on July 15, 2006 for the monthly rent of $995.00. The rent prior to the end of the tenancy was $1,035.00. The tenant paid a security deposit of $500.00 on July 15, 2006. The parties did not complete move in or move out condition inspection reports as required by the *Act*. The landlord received the tenant's forwarding address on September 30, 2008.

The landlord is seeking a monetary claim for the sum of $1,035.00 as the tenant failed to pay rent for September 2008. The tenant submitted that the landlord was attempting to end the tenancy for his own use and as a result she was not required to pay the rent for September 2008. The tenant acknowledge that the landlord never served a two month Notice to End Tenancy as required under the *Act* and that there was no legal basis for her to vacate the rental unit.

The tenant vacated the rental unit as of September 30, 2008 without paying rent for September 2008. The tenant has not received her security deposit plus interest.

Analysis:

I accept both the landlord's and the tenant's application. I find that the tenant failed to pay rent for September 2008, without cause or reason, and is required to pay to the landlord the sum of $1,035.00. I also find that the landlord has failed to return the tenant her security deposit plus interest. However, the landlord has complied with section 38(1) of the *Act* by filing an application for dispute resolution to retain the tenant's security deposit.

Pursuant to section 72 of the *Act* I Order that the landlord's monetary claim of $1,035.00 should be offset by the tenant's security deposit plus interest of $515.85. I grant the landlord a monetary Order for the remaining balance of **$519.15**.

Conclusion:

The landlord is entitled to a monetary Order for the sum of **$519.15** after his award was offset by the tenant's security deposit plus interest. I find that each party is responsible for the filling fee paid for their application.

Dated December 08, 2008.

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Dispute Resolution Officer