



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, OLC, FF

Introduction

This hearing was convened in response to an application filed by the tenants seeking:

1. A monetary order for compensation for damage and loss;
2. An Order to recovery the security and pet deposits;
3. An Order that the landlord comply with the Act; and
4. Recovery of the filing fee paid for this application.

The tenants appeared but the landlord did not. The tenants gave evidence that they served the landlord with their Application for Dispute Resolution and Notice of Hearing in person on March 15, 2012. Based on this undisputed testimony I am satisfied that the landlord had notice of this claim and this hearing.

The tenants gave evidence under oath.

Issue(s) to be Decided

Have the tenants met the burden of proving they are entitled to one month compensation following service of a 2 month Notice to End Tenancy? Have the tenants met the burden of proving they are entitled to recovery of the security and pet deposits?

Background and Evidence

The tenants testified that their tenancy consisted of a series of 3 month fixed terms which began in July 2011. At that time the tenants paid a security deposit of \$\$425.00 and a pet deposit of \$200.00. The tenants submitted a tenancy agreement commencing a final fixed term beginning on October 15, 2011 and ending January 15, 2012. The parties selected that at the end of the fixed length of time "The tenancy ends and the tenant must move out", both parties have initialled this selection.

The tenants say the landlord told them they would have to move because he intended to renovate the rental unit. The tenants say they were served with a 1 month Notice to

End Tenancy for Cause with an effective date of March 15, 2012. The Notice was submitted in evidence it is not signed nor does not state a reason for ending the tenancy although there is a handwritten attachment which states that the landlord is ending the tenancy in order to perform renovations which attachment is not signed.

The tenants say they contacted the Residential Tenancy Branch about the Notice to End Tenancy for Cause and were told that the landlord needed to serve them with the "correct notice" that being a 2 month Notice to End Tenancy for Landlord's Use of the rental property. The tenants say they contacted the landlord to ask him to serve them with the 2 month Notice however the landlord failed to serve the Notice and/or ignored their requests. In the meantime the tenants found new accommodation and, on March 15, 2012 they vacated the rental unit. The tenants say that while they were vacating the landlord served them with a 2 month Notice to End Tenancy for Landlord's Use dated March 15, 2012 with an effective date of March 15, 2012. The tenants say they never received the one month compensation due to them under the Act although they agree they did not pay rent due March 1, 2012.

Further, the tenants say they provided their forwarding address to the landlord when they served him with their Application for Dispute Resolution on March 15, 2012 however the landlord has not returned either deposit.

Analysis

I find that the tenants chose to vacate the rental unit without having been served with a 2 month Notice to End Tenancy. I therefore dismiss their claim for one month compensation which is payable when such a Notice is served.

With respect to the deposits, the tenants say they provided their forwarding address to the landlord on their Application for Dispute Resolution however that Application shows the rental unit address. I therefore find that the tenants have not provided their forwarding address to the landlord and their right to recovery of their deposits has not yet been triggered. This application is therefore dismissed with leave to reapply.

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 03, 2012.

Residential Tenancy Branch