



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

MNSD & FF

Introduction

This hearing dealt with an application by the tenant seeking a monetary claim for the return of double her security deposit plus interest. Although the landlord was served with notice of this application and hearing by registered mail, the landlord did not appear for the hearing. Section 90 of the Residential Tenancy Act determines that a document is deemed to have been served on the fifth day after it was sent.

I am satisfied that the landlord was served in accordance with section 89 of the *Act* to an address where they conduct business and deem the landlord has having been served with notice of this hearing. I proceeded with the hearing in the landlord's absence.

Issues(s) to be Decided

Is the tenant entitled to the return of double her security deposit plus interest?

Background and Evidence

This tenancy began on August 1, 2006 for the monthly rent of \$765.00 and a security deposit of \$382.50 paid on July 2, 2006. The tenancy ended effective March 31, 2009 after the tenant gave proper notice to end the tenancy. During the move-out condition inspection the tenant provided her forwarding address to the landlord in writing.

On June 4, 2009 the tenant received a cheque and form letter from the landlord. The cheque is dated May 31, 2009 and is for the sum of \$393.96 representing the return of the tenant's original security deposit plus accumulated interest of \$11.46. The tenant has the cheque but has not negotiated it as of yet while waiting for the outcome of this proceeding.

Analysis

I find that the tenant is entitled to the return of double her security deposit plus interest pursuant to section 38 (6) of the *Act*. The landlord had fifteen (15) days after the end of the tenancy to either return the security deposit or to file an application for dispute resolution to retain the security deposit pursuant section 38 (1). The landlord failed to



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comply with this requirement and therefore must pay the tenant double her security deposit plus interest. I also find that the tenant is entitled to recover the \$50.00 filling fee paid for this application from the landlord.

I find that the tenant has established a total monetary claim for the sum of **\$826.46** comprised of the following:

| | |
|-------------------------------------|-----------------|
| Double original deposit of \$382.50 | \$765.00 |
| Recovery of \$50.00 filling fee | \$50.00 |
| Total | \$826.46 |

I recognize that the tenant has a cheque from the landlord for the sum \$393.96; however, as the tenant has not attempted to negotiate it yet there is no means of knowing whether it is still valid. Therefore, I will grant the tenant a monetary Order for the full sum owed of \$826.46. The parties can offset and balance the sum owed on the basis of whether the cheque is still negotiable.

Conclusion

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*. I have found that the landlord failed to comply with section 38 (1) of the *Act* and I have awarded the tenant the return of double her security deposit plus interest and recovery of the \$50.00 filling fee paid for this application.

Dated: August 12, 2009.

Dispute Resolution Officer