



# 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 the tenants' application for return of double the security deposit and recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to be heard.

The tenants requested their application be amended to reflect a partial refund of their security deposit and the amendment was accepted.

### Issues(s) to be Decided

1. Have the tenants established an entitlement to return of double the security deposit?
2. Award of the filing fee.

### Background and Evidence

Upon consideration of all the evidence before me, I make the following findings. The tenancy commenced April 1, 2009 and the tenants paid a \$550.00 security deposit April 11, 2009. The tenants gave notice to end tenancy and vacated the rental unit May 29, 2009. A forwarding address was provided to the landlord, in writing, on May 31, 2009. The tenants received a cheque for \$500.00 from the landlord in an envelope postmarked June 16, 2009. The landlord deducted \$50.00 for weeding from the security deposit without the tenants' agreement or other proper authorization to deduct such an amount.

The tenants are seeking compensation of \$600.00 which is the equivalent of double the security deposit, less \$500.00 already received from the landlord.

The landlord testified that he attempted to return the security deposit to the tenants in cash on June 14 and June 15, 2009 but he could not reach the tenants so he mailed the tenants a cheque. The landlord acknowledged that he has since learned that he did not have the legal right to withhold \$50.00 from the security deposit. Initially, the landlord testified he mailed the cheque to the tenants on June 15, 2009; however, upon review



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of the envelope provided as evidence by the tenants, the landlord conceded that it may have been June 16, 2009 that he went to the post office to mail the cheque.

An attempt was made to facilitate a mutual resolution between the parties during the hearing; however, the tenants were clear that they accept nothing less than the amount they have applied for.

## Analysis

The landlord has fifteen days from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to file an Application for Dispute Resolution claiming against the deposit, or return the security deposit to the tenant. A tenant can authorize the landlord to make certain deductions in writing provided the landlord has fulfilled its obligations with respect to move-in and move-out inspection reports. If a landlord does not comply with the requirement to return or apply to retain the security deposit within 15 days, the landlord must pay the tenant double the security deposit. Unless the tenant expressly waives their right to double the security deposit, I must make an order in accordance with the requirements of the Act.

When a security deposit is returned by mail, the landlord is considered to have returned the security deposit on the date of mailing. Based on the evidence before me, I find it more likely than not that the landlord returned \$500.00 of the security deposit to the tenants on June 16, 2009 which is more than 15 days after the date the landlord received the forwarding address in writing. Therefore, I find the landlord did not comply with requirements of the Act and the landlord must pay the tenants double the security deposit.

In recognition of the \$500.00 received by the tenants to date, I grant the tenants' request for \$600.00 and \$50.00 for the filing fee paid for this application. The tenants are provided a Monetary Order in the amount of \$650.00 to serve upon the landlord. The tenants may enforce the Monetary Order by filing it in Provincial Court (Small Claims) to enforce as an Order of that court.

## Conclusion

The tenants are entitled to return of double the security deposit. In recognition of the \$500.00 already received from the landlord, the tenants are provided a Monetary Order in the total amount of \$650.00 to serve upon the landlord.



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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: October 01, 2009.

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Dispute Resolution Officer