



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF, O

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both tenants and the landlord.

Issues(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for return of double the amount of the security deposit; for compensation for bank fees and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on July 1, 2003 as a month to month tenancy for a currently monthly rent of \$1,160.00 due on the 1st of the month, a security deposit of \$475.00 was paid at the start of the tenancy. The tenancy ended on March 31, 2010.

The tenants submit that they sent the landlord a notice to end the tenancy on February 22, 2010 stating that they would be moving out on March 31, 2010 and provided their forwarding address in their notice to end tenancy. The tenants further submit that they provided, in writing, their forwarding address on the counter of the rental unit on the day they moved out.

The tenants also stated they had to put stop payments on three outstanding rent cheques for the months of April, May and June 2010 at a cost of \$10.00 per cheque. The landlord stated that he had shredded the cheques. The tenants provided no receipts of this cost.

The landlord noted that he had not returned the tenants' security deposit nor had he filed an Application for Dispute Resolution to claim against the security deposit. The landlord testified that he had not done so because to this day he states he has not received their notice to end the tenancy. He further stated that once the tenants moved out at the end of March he started preparing the rental unit for sale.

Analysis

Section 38(1) of the Act stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, return the security deposit, less any mutually agreed upon amount, or files an Application for Dispute Resolution to claim against the security deposit.

Section 38(6) states that should the landlord fail to comply with Section 38(1) the landlord must pay double the amount of the security deposit. I find, in this case, the landlord has failed to comply with Section 38(1) and therefore the landlord must pay the tenant's double the amount of the security deposit.

As to the tenant's claim for \$30.00 resulting from costs associated with putting stop payments on cheques provided to the landlord, as the tenant's failed to submit receipts confirming either that they suffered this loss or the value of this loss, I dismiss this portion of their application.

Conclusion

I find that the tenants are entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,016.83** comprised of \$491.83 security deposit and interest held; \$475.00 to double the amount of the security deposit and the \$50.00 fee paid by the tenants for this application.

This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: September 07, 2010.

Dispute Resolution Officer