



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNSD, FF

### 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 the tenant and her agent. The landlord did not attend.

The tenant's agent testified the landlord was served twice with the notice of this hearing and an additional evidence package in November, 2010, via registered mail.

Based on the testimony provided, I accept the landlord was sufficiently served and in accordance with the *Residential Tenancy Act (Act)* for the purposes of this hearing.

### Issues(s) to be Decided

The issues to be decided are whether the tenant entitled to a monetary order for return of double the amount of the security deposit 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 in September 2009 for a monthly rent of \$2,200.00 due on the 1<sup>st</sup> of each month, a security deposit of \$1,100.00 was paid. The tenancy ended on April 30, 2010.

While the landlord did have the tenant's forwarding address prior to the end of the tenancy, the tenant confirms that she provided the landlord with her forwarding address in writing again on May 23, 2010.

The tenant submits the landlord provided her a cheque in the amount of \$218.86 and a letter of explanation on June 14, 2010 of the deductions he made to the security deposit. The tenant testified that she has not yet cashed that cheque.

### Analysis

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

I accept the tenant's testimony that there was no agreement for any deductions and find that the landlord failed to return the security deposit or file an application to claim against the security deposit.

Section 38(6) states that should a landlord fail to comply with Section 38(1) the landlord must pay the tenant's double the amount of the security deposit. As noted above I find the landlord has failed to comply with Section 38(1).

### Conclusion

I find that the tenant is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$2,250.00** comprised of \$2,200.00 double the amount of the security deposit and the \$50.00 fee paid by the tenant for this application.

As the tenant has not cashed the landlord's cheque at the time of this hearing, this decision takes into account the tenant may already have a portion of the amount owed to her. If she can successfully negotiate the cheque for \$218.86, the amount owed in by the landlord will be reduced by the equivalent amount.

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: December 06, 2010.

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Dispute Resolution Officer