



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order for the return of double the security deposit and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue(s) to be Decided**

Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy began on March 01, 2009 and ended on August 31, 2010. The monthly rent was \$1,032.00. Prior to moving in, the landlord collected a security deposit of \$500.00 and a pet deposit of \$500.00.

On July 28, 2010, the tenant provided the landlord with a written notice to end tenancy along with a forwarding address. The tenant moved out on August 31, 2010. The management of the building changed hands soon after the tenant moved out. By prior arrangement the tenant would pick up a rent rebate cheque from the office and sign in receipt of it. With this understanding the landlord left a cheque for the return of the security deposit, for the tenant to pick up. The cheque is dated September 13, 2010.

The new building manager read notes written by the previous manager regarding her unsuccessful attempts to call the tenants around September 07, to inform them that the cheque had been issued and was ready for pick up. When the tenants did not hear from the landlord, they filed an application for dispute resolution on September 17, 2010 for the return of double the security deposit.

The tenants served the landlord with the notice of hearing by dropping it off at the office.

The landlord immediately called the tenants to let them know that a cheque had already been issued and was waiting for pick up. The tenants have received their security deposit and are now claiming double the deposit as they did not receive it within 15 days of the end of the tenancy.

## **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

I find due to a breakdown in communication and with a change of management staff, the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of the tenancy.

During the hearing the tenants agreed to accept \$500.00 in full satisfaction of their claim. I find that the tenants are entitled to their claim and since they have proven their claim they are also entitled to the recovery of the filing fee of \$50.00.

## **Conclusion**

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$550.00**. This order may be filed in the Small Claims Court 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: January 10, 2011.

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Residential Tenancy Branch