



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes**      MNDC, MNSD

### **Introduction**

This hearing was convened by way of conference call to deal with the tenant's application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for return of double the amount of the security deposit.

Both parties attended the conference call hearing, gave affirmed testimony, and were given the opportunity to cross examine each other on their evidence. All information and testimony provided has been reviewed and is considered in this Decision.

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

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to return of double the amount of the security deposit?

### **Background and Evidence**

This month-to-month tenancy began on December 1, 2009 and ended on August 1, 2010. Rent in the amount of \$600.00 per month was payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. In September, 2009 the landlord collected a security deposit from the tenant in the amount of \$300.00.

The tenant testified that she sent a letter to the landlord by mail which contained the tenant's forwarding address, although she cannot remember the date it was mailed or whether it was sent by registered mail or by regular mail. She stated that she had a conversation with the landlord's husband previously but he refused to take the note from her. The landlord subsequently sent the tenant a cheque for \$300.00 well after the 15 days as required under the *Residential Tenancy Act*. The tenant has cashed the cheque.

The tenant further testified that no move-in condition inspection report was completed, and the landlord refused to complete a move-out condition inspection report despite requests from the tenant.



# Dispute Resolution Services

Page: 2

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

The landlord testified that she mailed a cheque to the tenant on August 21, 2010. A copy of the cheque was provided in advance of the hearing, and it is dated August 3, 2010. Further, the original envelope, and an enlarged photocopy of it were provided in advance of the hearing.

## **Analysis**

I accept the evidence of the tenant that she sent the landlord her forwarding address in writing, and I also accept the evidence of the landlord that she returned the security deposit to the tenant on August 21, 2010. The envelope and the copy of the envelope appear to have a date which is unreadable. Without having a date that the landlord was provided with the tenant's forwarding address in writing, I find that the tenant has failed to establish that the landlord did not return the security deposit to the tenant within 15 days as required under the *Act*.

## **Conclusion**

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

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 06, 2011.

---

Residential Tenancy Branch