



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNSD & FF

### Introduction

This hearing dealt with the tenant's claim for return of double her security deposit plus interest pursuant to section 38(1) and (6) of the *Act*.

The tenant appeared for the hearing, provided documentary evidence in advance of the hearing and presented affirmed oral testimony. The tenant testified and provided evidence that the landlords were served with notice of this application and hearing by registered mail on October 7, 2010. The tenant also served the landlords with copies of the documentary evidence by registered mail in December 2010.

Based on the evidence provided by the tenant, I am satisfied that the landlords were served with notice of this proceeding by registered mail and I deem that the landlords received notice on the fifth day after the registered mail was sent pursuant to section 90(a) of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of double her security deposit plus interest?

### Background and Evidence

This tenancy began on November 1, 2006 for the monthly rent of \$750.00 and a security deposit of \$375.00. The tenancy ended effective June 30, 2010. The tenant stated that a move in condition inspection of the rental unit was completed but a move out inspection was not. The tenant left her forwarding address in writing with the keys to the rental unit on June 29, 2010.

On July 14, 2010 the tenant received a cheque from the landlords in the amount of \$375.00. However, the cheque was not signed by the landlords so the tenant returned it to the landlord requesting that it be signed and returned. The tenant sent the cheque and her request to the landlords by registered mail on July 22, 2010.

The tenant has never had any further response from the landlords with respect to the return of her security deposit or with respect to this application.

The tenant seeks a monetary order for the return of double her security deposit, accumulated interest and recovery of the \$50.00 filing fee paid for this application.

### Analysis

Based on the testimony and evidence provided, and on a balance of probabilities, I find as follows:

I grant the tenant's application for Dispute Resolution and Order that the landlord pay the tenant double her security deposit pursuant to section 38(6) of the *Act*.

I accept the evidence of the tenant that the landlords received her forwarding address in writing. I accept that the landlord initially sent the tenant her security deposit by cheque but this transaction was not completed because the cheque was not signed and could not be negotiated by the tenant. As a result, I find that the landlords failed to return the tenant's security deposit within 15 days and I have no evidence that the landlords filed an application for Dispute Resolution to retain the security deposit within 15 days.

Section 38(1) of the *Act* requires a landlord to either return a tenant's security deposit or to file an application for Dispute Resolution to retain the security deposit within 15 days of receiving the tenant's forwarding address in writing. Section 38(6) of the *Act* states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the security deposit.

Having granted the tenant's application, I also grant the tenant's request to recover the filing fee paid for submitting this application from the landlord. I find that the tenant has established a total monetary claim for the sum of **\$811.65**. This sum is comprised of double the security and pet deposits of \$750.00, accumulated interest of \$11.65 plus the \$50.00 filing fee.

Conclusion

I grant the tenant's application and have issued a monetary Order for the sum of **\$811.65**. This Order must be served upon the landlord. This Order may be filed with the Province of British Columbia 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: February 08, 2011.

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Residential Tenancy Branch