



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for the return of double the amount of the security deposit, and to recover the filing fees associated with this application.

The tenant participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the landlord by way of registered mail sent on December 20th, 2010. The landlord did not participate and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and for what amount?

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

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a room in a three bedroom condominium. The tenant testified that he did not enter into a tenancy agreement. He stated that he responded to the landlord's advertisement and that he gave the landlord a \$250.00 security deposit pending inspection of the unit.

He stated that he viewed the room on November 21st, 2010 and that he told the landlord that its' condition did not reflect how it was advertised. He said that on November 23rd, 2010, he gave the landlord written notice requesting the return of his security deposit with his forwarding address. The tenant stated that the landlord mailed him a cheque dated March 2nd, 2011 for \$235.00 that he was unable to cash at the bank.

Analysis

I accept the tenant's undisputed testimony that he served the landlord with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the landlord knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 38(1) of the *Residential Tenancy 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 landlord received the tenant's forwarding address in writing.

Section 38(6) of the Act further states in part that if a landlord does not comply with his statutory obligation to return the security deposit within 15 days, the landlord must pay the tenant double the amount of the deposit.

Based on the available evidence, I am satisfied that the tenant is entitled to the return of double the security deposit for the sum of \$500.00. The tenant was not successful in cashing the landlord's cheque, which was sent well beyond the timeframe allowed by statute.

Conclusion

The tenant established a claim of \$500.00. Since he was successful, he is entitled to recover the filing fee and pursuant to Section 67 of the Act, I grant the tenant a monetary order for the sum of \$550.00.

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: April 29, 2011.

Residential Tenancy Branch