



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, OLC, FF

Introduction

This hearing dealt with an application by the tenant for an order for the return of double her security deposit. The tenant presented evidence showing that she served the corporate landlords with the application for dispute resolution and notice of hearing via registered mail to the rental unit. The tenant testified that the landlords' agent resided in the rental unit. I found that the landlord was properly served with application for dispute resolution and notice of hearing and the hearing proceeded.

The tenant acknowledged that she had not served S.J.K., the individual respondent, with a copy of her application and accordingly her claim against S.J.K. is dismissed.

Issues to be Decided

Is the tenant entitled to the return of double her security deposit?
Is the tenant entitled to other compensation as claimed?

Background and Evidence

The undisputed facts before me are as follows. The tenancy was set to begin on October 2011. The tenant paid the landlord \$700.00 in rent, a \$350.00 security deposit and a \$5.00 key deposit. The tenant ended the contract without moving into the unit and the landlord returned the rent payment that was made. On October 10, 2010 the tenant provided the landlord with a forwarding address in writing, requesting the return of the security deposit.

The landlord would not accept cash from the tenant and demanded a money order. The tenant testified that she incurred a charge of \$5.50 for each of the 2 money orders she gave to the landlord and when the landlord returned the money order for her rent, she incurred a further \$5.50 charge to cash that order.

The tenant seeks to recover double her security deposit, her key deposit and the 3 \$5.50 charges.

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 the landlord received the tenant's forwarding address on October 10 and I find the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6) which provides that the landlord must pay the tenant double the amount of the security deposit. I award the tenant \$700.00.

I find that the tenant is entitled to recover the key deposit and I award her \$5.00. I further find that because the landlord would not accept cash, which he was legally obligated to accept, the tenant had to incur charges for a money order. I find that the tenant should recover the charges associated with the money orders and I award her \$16.50.

As the tenant has been successful in her claim, I find that she is entitled to recover the \$50.00 filing fee paid to bring her application and I award her that sum.

Conclusion

I grant the tenant a monetary order under section 67 for \$771.50. 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: June 23, 2011

Residential Tenancy Branch