

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application filed by the Tenant for return of double the security deposit and recovery of the filing fee.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for return of double the security deposit?

Background and Evidence

The Tenant states that the Landlord was given written notice to end the tenancy on April 25, 2011 for a move out date of May 7, 2011. Both parties agreed that as there was insufficient notice that the Tenant was responsible for May 2011 rent of \$600.00. The Tenant provided their forwarding address in writing on May 7, 2011 to the Landlord's daughter when the Landlords failed to attend the condition inspection report for the move-out. The Tenant states that after several telephone calls with no response from the Landlord that an application for dispute was made on May 25, 2011. The Landlord was served with the notice of hearing documents by registered mail on June 7, 2011 as shown in the Canada Post Registered mail tracking system submitted by the Tenant. The Tenant received a cheque dated June 9, 2011 for the \$300.00 security deposit. The Tenant is seeking \$300.00 for the doubling portion for the Landlord's failure to return the security deposit within the allowed 15 days and recovery of the filing fee.

Analysis

Section 38 of the Residential Tenancy Act states,

Return of security deposit and pet damage deposit

(a) **the date the tenancy ends**, and

(b) **the date the landlord receives the tenant's forwarding address in writing**

I find based upon the Tenant's evidence and her undisputed testimony that the Landlord received the forwarding address in writing from the Tenant on May 7, 2011 and that the Tenancy ended on May 31, 2011. The Landlord returned the security deposit within the allowed 15 day period as shown in the cheque dated June 9, 2011. I find that the Tenant's application was premature. Section 38 (6) (b) of the Residential Tenancy Act which states,

(6) If a landlord does not comply with subsection (1), the landlord

(b) **must pay the tenant double the amount of the security deposit**, pet damage deposit, or both, as applicable.

The Tenant's application for the return of double the security deposit is dismissed.

Conclusion

The Tenant's application is dismissed.

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: September 01, 2011.

Residential Tenancy Branch