



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the tenant's application to recover double her security deposit; and to recover the filing fee from the landlords for the cost of this application.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross exam each other on their evidence. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing, and the landlord was permitted to provide additional evidence after the hearing had concluded. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to recover double her security deposit?

Background and Evidence

The tenant testifies that this month to month tenancy started on April 01, 2004 and ended on September 30, 2011. Rent for this unit at the end of the tenancy was \$945.00 per month. The tenant paid a security deposit of \$360.00 on March 15, 2004. The tenant gave the landlord her forwarding address in writing on September 30, 2011. No

move in condition inspection was completed at the start of the tenancy however a move out condition inspection was conducted at the end of the tenancy.

The tenant testifies that the landlord did not return her security deposit within 15 Days of receiving her forwarding address in writing on the move out condition inspection report. The tenant states the *Residential Tenancy Act (Act)* s. 38(c) states the landlord must repay the security deposit within 15 days. The tenant states she received a cheque from the landlord on October 19, 2011 for \$372.80. The tenant states even if the landlord posted this cheque to her on October 13, 2011 the landlord must follow the same principal she has to when paying her rent and ensure the security deposit is received by the tenant within 15 days of the landlord receiving her forwarding address.

The landlord testifies that the cheque for her security deposit plus accrued interest was sent to the tenant on October 13, 2011 and the cheque was dated October 14, 2011. The landlord has provided a copy of this cheque to the Dispute Resolution Officer after the hearing concluded. The landlord disputes that the cheque must be received within 15 days and has provided a copy of the e-mail sent to him by an Information Officer at the Residential Tenancy Branch in which he sought advice about this matter. This e-mail outlines the landlord's obligations under the *Act* to repay the security deposit to the tenant within 15 days.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. The reason the *Act* provides for 15 days from either the end of the tenancy or the date the tenant gives the landlord their forwarding address in writing is to allow a landlord 15 full days to determine if there are any damages to the rental unit and to file an application to make a claim against the tenant if there are damages found. If the landlord finds there is no cause to make a claim against the security deposit he still has the full 15 days available to him to return the security deposit.

As the security deposit cheque was dated September 14, 2011 the landlord was still within the 15 days time frame to return the security deposit. The Act does not state the tenant must receive the cheque within 15 days. As long as the cheque is dated within this time frame and sent within the time frame the tenant is not entitled to recover double the security deposit as the landlord has remained in compliance with the *Act*.

Conclusion

Consequently, the tenant's application to recover double her security deposit is dismissed 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: November 14, 2011.

Residential Tenancy Branch