



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application for return of the double the security deposit. The landlord did not appear at the hearing. The tenant verbally provided a registered mail tracking number as proof of service of the hearing documents. The tenant testified that she sent the registered mail to the landlord on June 27, 2012 and the landlord signed for the mail on July 7, 2012. I was satisfied the landlord has been served in a manner that complies with the Act and I proceeded to hear from the tenant without the landlord present.

Issue(s) to be Decided

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

Background and Evidence

The tenancy commenced September 15, 2011 and the tenant paid a \$200.00 security deposit. The tenant moved out of the rental unit either April 30, 2012 or May 1, 2012. On May 15, 2012 the landlord issued a cheque to the tenant in the amount of \$208.00 which the landlord explained was a refund of \$200.00 for the security deposit plus \$8.00 for interest. The tenant took the cheque to the landlord's bank several times and was informed by the bank there were insufficient funds in the account to cash the cheque. The tenant contacted the landlord and requested the landlord provide her with cash or a bank draft but the landlord refused. The tenant proceeded to provided her forwarding address to the landlord in various ways: by email, by mailing a letter to the landlord on or about May 27, 2012 and by leaving the letter at the landlord's door May 29, 2012.

As the landlord has not responded to the tenant's request the tenant filed this application seeking double of the \$208.00 cheque that has not cleared.

As documentary evidence the tenant provided a copy of the receipt issued by the landlord September 15, 2011 and the cheque dated May 15, 2012

Analysis

Section 38(1) of the Act requires a landlord to either return the security deposit and interest to the tenant or make an application for dispute resolution within 15 days from the later of the day the tenancy ended or the date the landlord received the tenant's forwarding address in writing. Where a landlord does not comply with section 38(1) of the Act, section 38(6) requires that the landlord must pay the tenant double the security deposit.

I accept the undisputed evidence before me that the cheque given to the tenant by the landlord dated May 15, 2012 was not negotiable and could not be cashed. I further accept the tenant's undisputed submissions that the landlord was provided the tenant's forwarding address in writing a number of times, all of which were more than 15 days before the tenant filed this Application for Dispute Resolution. Therefore, I the tenant entitled to return of double the security deposit, or \$400.00.

Given the interest rate payable on the security deposit was 0% during the tenancy I find there is no interest payable on the security deposit.

Provided to the tenant with a copy of this decision is a Monetary Order in the amount of \$400.00 for the tenant to serve upon the landlord and enforce as necessary.

Conclusion

The tenant has been provided a Monetary Order i the amount of \$400.0 to serve upon the landlord and enforce as necessary.

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: August 30, 2012.

Residential Tenancy Branch