



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant for an order for the return of double his security deposit. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began in September 2010 at which time an \$800.00 security deposit was paid and that the tenancy ended on or about May 1, 2012. They further agreed that the landlord received the tenant's forwarding address in writing on May 1, 2012 and that in July, the landlord sent the tenant a cheque in the amount of \$800.00.

The landlord claimed that in May, a cheque was sent to the tenant's forwarding address and when the landlord realized in July that the cheque had not been received, he sent a replacement cheque. As of the date of the hearing, the tenant had not yet negotiated the cheque.

### Analysis

Section 38 of the Act provides that within 15 days of the later of the end of the tenancy and the date the landlord receives the tenant's forwarding address in writing, which in this case was May 1 for both events, the landlord must either return the security deposit in full or file a claim to retain the deposit. If the landlord fails to act within 15 days, he is obligated to pay double the security deposit.

The landlord claimed that a cheque was sent to the tenant in May but provided no evidence to corroborate his claim, such as an accounting ledger showing that the cheque had been issued or communication with a financial institution requesting that the

cheque be cancelled. In the absence of such corroborating evidence, I am not satisfied that the landlord acted to return the deposit within 15 days of May 1 and I find that the tenant is entitled to recover double his security deposit. I award the tenant \$1,600.00.

The details of the dispute on the tenant's application for dispute resolution indicate that he is seeking the return of the \$50.00 filing fee paid to bring this application. I find that as the tenant has been successful in his claim, he is entitled to recover the filing fee and I award him \$50.00.

Although the tenant has received a cheque in July for \$800.00, he has not yet negotiated that cheque. I therefore find it appropriate to grant the tenant a monetary award under section 67 for the full entitlement of \$1,650.00. If the tenant is able to successfully negotiate the July cheque, it will serve to reduce by \$800.00 the amount of the award that can be enforced. I enclose a formal order which may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The tenant is granted a monetary award for \$1,650.00.

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: October 05, 2012

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Residential Tenancy Branch