



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for return of the security deposit. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail actually received on March 11, 2014, the landlord did not appear.

Issue(s) to be Decided

Is the tenant entitled to a monetary order and, if so, in what amount?

Background and Evidence

This tenancy commenced July 1, 2013 and ended December 31, 2013. The monthly rent of \$750.00 was due on the first day of the month. There was a written tenancy agreement. The tenant moved into this unit from another unit in the same building so the security deposit of \$287.50 she had previously paid was transferred to this tenancy. The tenant paid an additional \$87.50. A move-in inspection was conducted and a move-in condition inspection report was completed on June 24, 2013.

A move-out inspection was conducted and a move-out condition inspection report was completed on December 31, 2013. The tenant provided her forwarding address in writing to the landlord by writing it on the move-out inspection report. In addition to receiving a copy of the move-out inspection report the tenant also received a document from the landlord stating that the amount of the security deposit was \$375.00 and there would be no deduction from it.

The landlord subsequently provided the tenant with a cheque dated January 15, 2014 in the amount of \$350.00. The tenant took the cheque to the bank on which it had been drawn to cash it. She was told by the bank that the cheque had to be signed by two corporate officers and as there was only one signature on this cheque, it could not be negotiated. Although the tenant has made repeated calls to the landlord a new cheque has never been issued to her.

Analysis

Section 38(1) of the *Residential Tenancy Act* provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit to the tenant or file an application for dispute resolution claiming against the deposit. Providing a tenant with an invalid cheque does not constitute payment of an amount due.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord must pay the tenant double the amount of the security deposit. As explained in *Residential Tenancy Policy Guideline 17: Security Deposit and Set Off*, an arbitrator will order return of double the security deposit when applicable whether or not the tenant had specifically applied for it on their application for dispute resolution.

I find that the tenants are entitled to an order that the landlord pay them the sum of \$750.00, representing double the security deposit.

Conclusion

A monetary order in favour of the tenants has been made. If necessary, this order may be filed in 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: April 25, 2014

Residential Tenancy Branch

