



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This was an application by the tenant for a monetary order for the return of their security deposit including double the deposit amount. The hearing was conducted by conference call. The tenant called in and participated in the hearing. Neither of the landlords participated in the hearing although they were each served separately with the application and Notice of Hearing sent by registered mail to their residence on July 21, 2014. Canada Post records show that the respondents received and signed for the registered mail deliveries on July 22, 2014.

### Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

### Background and Evidence

The rental unit is a basement suite in the landlord's house in Mission. The tenancy began on February 1, 2014. There is no written tenancy agreement, but there is a Shelter Information form that sets out the terms of the tenancy agreement. Monthly rent was \$800.00 payable on first day of each month. The tenant paid a security deposit of \$400.00 on January 12, 2014.

The tenant testified that she gave the landlord one month's notice in writing and moved out of the rental unit on or about July 1, 2014. The tenant gave the landlord her forwarding address in writing before she moved out of the rental unit. The tenant commenced this proceeding to claim her security deposit on July 15, 2014. After the commencement of this application for dispute resolution the landlord sent the tenant a cheque for the amount of \$400.00. The cheque was dated July 20, 2014. The tenant attempted to negotiate the cheque, but it was returned due to insufficient funds. Since the cheque was returned, the tenant has contacted the landlords on

several occasions seeking to obtain the return of her deposit, but the landlords have neglected or refused to repay the deposit amount and they did not file an application for dispute resolution to claim the deposit.

### Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, and I find that the tenants served the landlord with documents notifying the landlord of this application as required by the *Act*.

The landlords wrote the tenant a cheque that was returned uncashed due to insufficient funds and I find that the tenants security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$800.00 and I grant the tenant a monetary order against the landlord in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that Court. The tenant did not pay a filing fee for her application, and I make no order with respect to the filing fee.

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: January 06, 2015

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Residential Tenancy Branch

