



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

The tenant applies to recover a \$200.00 security deposit doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “Act”).

Neither landlord attended the hearing. The advocate Ms. E. testified that she personally served both landlords with the origination documents by hand on December 19, 2015. I find that the landlords were duly served.

The uncontradicted evidence is that this tenancy ended on October 31, 2014 and that the tenant's forwarding address in writing (the advocate's office) was provided to the landlords by the advocate on December 2, 2014.

Section 38 of the *Act* provides that once a tenancy has ended and once a tenant has provided a forwarding address in writing, a landlord must either repay deposit money or make application to keep it within 15 days. If a landlord fails to comply, he or she must account to the tenant for double the deposit.

The landlords did not repay the deposit or apply to retain it within the 15 days following December 2, 2014 and I find they are liable to the tenant for \$400.00; double the deposit.

Since this application was made and served and at some time after the close of the advocate's office at the end of the business day on December 23, 2014, the landlords delivered a \$200.00 cheque through the mail slot. The tenant is presently awaiting confirmation that the cheque has been negotiated by his bank. The landlords are entitled to be credited for the cheque.

In result, the tenant is entitled to a monetary order against the landlords for the remaining \$200.00 owing.

If the landlords' \$200.00 cheque is not honoured, the tenant is free to apply for that money.

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: March 05, 2015

Residential Tenancy Branch

