



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal Providence Management Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF, MNSD

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were to be heard together, however the landlords did not join the conference call that was scheduled for the hearing and therefore the landlord's application has been dismissed, and I dealt solely with the tenant's application.

The tenant's application is a request for a monetary order for \$945.00, and a request for recovery of her \$50.00 filing fee.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and, if so, in what amount.

Background and Evidence

The tenant paid a security deposit of \$547.50 on July 13, 2012 and the tenancy began on July 16, 2012.

The tenant vacated the rental unit on February 28, 2015 and gave the landlord a forwarding address in writing on March 11, 2015.

The tenant testified that she agreed to allow the landlords to deduct \$75.00 from her security deposit and that the landlords had sent her a cheque for the remainder, in the amount of \$472.50, however that cheque was not honored by the bank and therefore she applied for dispute resolution, requesting double her remaining security deposit for a total of \$945.00.

The tenant further testified that the landlords subsequently replaced the cheque that had not been honored, and therefore she has now received \$472.50, and she is now only requesting the difference of \$472.50, and recovery of her \$50.00 filing fee.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The tenant did give the landlord written permission to keep \$75.00 of the security deposit, and therefore the landlord was required to return \$472.50 within 15 days of receiving the forwarding address in writing.

In this case, although the landlord did send a cheque to the tenant within the required time limit, that cheque was not honored by the bank and therefore the security deposit was not paid back to the tenant within the 15 day time limit.

Therefore the landlord is required to pay double the \$472.50 amount that was required to be returned, for a total of \$945.00, minus the \$472.50 that was eventually returned, for a difference of \$472.50.

I also allow the tenants request for recovery of the \$50.00 filing fee.

Conclusion

I have allowed the tenants full claim and have issued an Order for the landlord's to pay \$522.50 to the tenant.

As stated above the landlord's application is dismissed in full without leave to reapply.

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: September 21, 2015

Residential Tenancy Branch

