



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SALVATION ARMY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) for the return of the security deposit.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing and were affirmed to be truthful in their testimony. No one called in for the Tenant during the 10 minutes that the phone line was monitored.

The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package and confirmed that their evidence had been served to the Tenant. The Landlord stated that they did not receive any evidence from the Tenant.

Issues to be Decided

Is the Tenant entitled to the return of the security deposit?

Is the Tenant entitled to the return of double the security deposit?

Background and Evidence

The Tenant applied for \$350.00 and noted on the application that this is the equivalent of double the security deposit of \$175.00.

The Landlord provided testimony that the tenancy ended on March 31, 2019 and the Tenant's forwarding address was provided on the same day. They stated that a move-out inspection was done and due to a clerical error on their part, they did not fill out the proper paperwork to retain the security deposit towards damages.

As such, the Landlord stated that they returned \$175.00 to the Tenant on May 23, 2019. Due to their mistake and late return of the deposit, the Landlord stated that they provided a second cheque to the Tenant on July 4, 2019 for an additional \$175.00 to double the security deposit. The Landlord submitted copies of both cheques into evidence.

Analysis

As stated in Section 38(1) of the *Act*, a landlord has 15 days from the later date of the tenancy ending or the forwarding address being provided in writing to return the deposit or file a claim against it. I accept the testimony and evidence of the Landlord and find that they returned the security deposit of \$175.00 on May 23, 2019 which is more than 15 days from March 31, 2019 when the tenancy ended, and the forwarding address was provided.

I also accept the testimony of the Landlord that as the delay in the return of the security deposit was due to an error on their part that they returned a total of \$350.00 to the Tenant. As such, I find that they accepted responsibility and returned double the security deposit in accordance with Section 38(6) of the *Act*.

Therefore, I find that double the security deposit has been returned and as such, I do not find it necessary to make any further findings regarding the security deposit. Instead, I find that this matter has been fully resolved and therefore dismiss the Tenant's application without leave to reapply.

Conclusion

The Landlord has already provided double the security deposit to the Tenant in accordance with Section 38 of the *Act*. Therefore, I find that this matter has been resolved. The Tenant's application is dismissed, 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: August 06, 2019

Residential Tenancy Branch