



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This was a hearing with respect to the tenant's application for a monetary award, including payment of double the amount of her security deposit. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing. The tenant provided documentary evidence in support of her application and copies were given to the respondent.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award including recovery of double the amount of her security deposit?

### Background and Evidence

The tenancy began in 2011 and ended in March, 2014. The tenant paid a security deposit of \$215.00 and a pet deposit of \$100.00 at the start of the tenancy. There was a previous dispute resolution proceeding with respect to this tenancy. A hearing was held on June 4, 2015 with respect to the landlord's application to retain the tenant's security deposit. In a decision dated June 15, 2015, the landlord's application was dismissed and the tenant was granted a monetary award in the amount of \$315.00.

The evidence submitted to me by the tenant established that the tenant sent a note to the landlord dated July 14, 2015 and requested that the landlord send the sum of \$315.00 to her current address. The landlord sent the tenant a cheque in the amount of \$315.00 on July 26, 2015. The tenant received and cashed the cheque on July 30, 2015.

The tenant claimed that she should be entitled to receive double the amount of the security deposit because she did not receive it within 15 days of providing the landlord with her forwarding address. She claimed that she was not able to present a submission at the June 4<sup>th</sup> hearing to claim that she was entitled to payment of double the amount of her security deposit and pet damage deposit.

The tenant's amended claim in this proceeding was for payment of the sum of \$630.00, which is double the amount of her deposits. In the documents she submitted in support of her application, she said that she wanted to claim for other expenses, including gasoline for travel costs. She said that she wanted to claim for cleaning supplies to clean the rental unit when she moved in and payment of \$100.00 for her time spent cleaning. She also requested payment for registered mail costs of \$34.32. These later claims were not included in her initial application nor were they mentioned in her amended application. Claims for travel related to making an application for dispute resolution and claims for postal expenses are not recoverable in any event.

### Analysis

The tenant did not submit evidence to show that she provided the landlord with her forwarding address in writing before she sent the July 14<sup>th</sup> request to the landlord for payment of the sum of \$315.00. The landlord sent the payment to the tenant within 15 days of receiving the tenant's request. There is no basis for an award of double the amount of the security deposit and the other matters raised by the tenant are not claims that are part of the application that is before me.

### Conclusion

The tenant has been paid the sum of \$315.00 as ordered. Her claim for a further monetary award, including payment of double the amount of her deposit 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: December 21, 2015

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Residential Tenancy Branch

