



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the tenant for return of double the security deposit. The tenant served both the named landlords with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on July 11, 2012. A representative for the Lookout Emergency Aid Society attended but no one attended on behalf of 071178 BC Ltd.

### Issues(s) to be Decided

Is the tenant entitled to a monetary order?  
If so, against whom?

### Background and Evidence

This tenancy began in May 2011 and ended on December 1, 2011. The tenant paid a security deposit of \$187.50 at the start of the tenancy. The tenant provided the landlord with his forwarding address in writing on December 13, 2011. On March 10, 2012 the landlord sent the tenant a cheque in the amount of \$187.50.

The owner of the residential property (known as the Lions Hotel) is the numbered company listed above. The Lookout Emergency Aid Society is named as a landlord in this matter but argues that it should now be named as such. Ms. Beitel acknowledged that the Society has from time to time accepted deposits from tenants who are moving into the Lions Hotel but that they are not in any way the landlord in this matter.

There is no evidence before me to show that the Society acted as the landlord in regards to this tenancy agreement.

### Analysis

On the question of who is the landlord in this matter, I find that in the absence of any paperwork showing that the Society acted as the landlord at any point with respect to this tenant, the Society may not be named in any monetary order made herein.

With respect to the security deposit claim, Section 38(1) of the Act provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the entire security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlord did neither. It is true that the landlord ultimately returned the original deposit amount to the tenant but it was well past the 15 day deadline set by the Act.

As a result, the landlord is liable under Section 38(6) to pay to the tenant double the amount of the security deposit.

### Conclusion

I order that the landlord 071178 BC Ltd. pay to the tenant the sum of \$187.50 representing double the deposit less the amount already returned to the tenant. This order may be filed in Small Claims Court and enforced as an order of that Court.

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*.