



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of double her security deposit. Both parties participate in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a return of double her security deposit?

Background and Evidence

The facts are not in dispute. The tenancy began on December 2004 at which time the tenant paid a \$450.00 security deposit and ended on May 5, 2012. The tenant provided her forwarding address to the landlord on May 5 and asked that her security deposit, interest and the deposit for the parking garage access fob be mailed to the address of a local women's shelter as she was hospitalized at the time. On the same day, the landlord mailed \$506.00, representing the deposit, interest and fob deposit, to the address provided by the tenant.

The landlord testified that in July, upon realizing that the cheque had not yet been negotiated, he put a stop payment on the cheque as he believed it may have been lost in the mail.

Analysis

Section 38 of the Act requires landlords to return the security deposit in full or file an application against it within 15 days of the end of the tenancy and the date on which the landlord receives the forwarding address. Failure to act within the prescribed timeframe will result in the landlord being liable for a penalty equivalent to the amount of the security deposit.

I find that the landlord acted within the prescribed timeframe and although he later stopped payment on the cheque, I find that he acted reasonably in doing so given the

tenant's delay in negotiating the cheque and the fact that the cheque had been sent to an organization at the tenant's request rather than to her at a residential address.

Given the circumstances, I find that the landlord cannot be held liable for double the deposit as I find that it was not the intent of the legislation to penalize landlords who act reasonably in complying with the Act. I dismiss the claim for double the deposit.

I find that the tenant is entitled to recover the \$450.00 security deposit, the \$15.91 in interest which has accrued to the date of this judgment and the \$40.00 fob deposit. I grant the tenant a monetary order under section 67 for \$505.91. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The claim for double the deposit is dismissed. The tenant is granted a monetary order for \$505.91.

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: October 31, 2012

Residential Tenancy Branch