



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Yen Association  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNSD

### **Introduction**

This is the Tenant's application for a monetary order for double the amount of the security deposit.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenant sent the Landlord the Notice of Hearing documents and copies of his documentary evidence by registered mail, sent on April 4, 2014. It was also determined that the Landlord sent the Tenant its documentary evidence by mail. The Tenant testified that the Landlord sent the documents to the wrong address, but that he had received them in April.

### **Preliminary Matters**

The Tenant's Application was amended to reflect the correct spelling of the Landlord NP's name.

### **Issues to be Decided**

- Is the Tenant entitled to a monetary order for double the security deposit pursuant to the provisions of Section 38 of the Act?

### **Background and Evidence**

This tenancy ended on February 28, 2014. The Tenant paid a security deposit in the amount of \$425.00 at the beginning of the tenancy, "roughly 4 years ago".

No condition inspections were completed at the beginning or the end of the tenancy.

The Tenant testified that he provided the Landlord with his forwarding address in writing, by registered mail sent March 13, 2014. The Tenant provided the receipt and

tracking number. The Canada Post tracking system indicates that the Landlord received the Tenant's forwarding address on March 20, 2014.

The Landlord returned the security deposit to the Tenant on April 7, 2014. The Tenant has cashed the cheque.

The Tenant stated that the Landlord didn't return the security deposit until after the Tenant filed his Application for Dispute Resolution. He stated that he wants the Landlord to pay him the penalty amount because the Landlord did not return the deposit within 15 days.

The Landlord testified that he faxed the Tenant's forwarding address to the corporate Landlord on March 20 or 21, 2014. He stated that the corporate Landlord sent the Tenant the security deposit on April 7, 2014.

### **Analysis**

A security deposit is held in a form of trust by the Landlord for the Tenant, to be applied in accordance with the provisions of the Act.

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and after receipt of a tenant's forwarding address in writing, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

The parties agreed that the Tenant provided his forwarding address in writing on March 20, 2014. Therefore, the Landlord had until April 4, 2014, to return the security deposit or file an application against it.

Section 38(6) of the Act provides that if a landlord does not comply with Section 38(1) of the Act, the landlord **must** pay the tenant double the amount of the security deposit. Therefore, I find that the Tenant is entitled to a monetary order for double the amount of the security deposit minus the amount that the Landlord returned after the deadline had passed (**\$425.00**)

The Tenant has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Landlord.

**Conclusion**

I hereby grant the Tenant a Monetary Order in the amount of **\$475.00** for service upon the Landlord. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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*.

Dated: August 22, 2014

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Residential Tenancy Branch

