



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover the security deposit.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served by registered mail on May 02, 2014. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the tenant entitled to recover all or part of the security deposit?

Background and Evidence

The tenant testified that this tenancy started in February, 2014. The tenant rented a room in a rooming house for \$425.00 per month. Rent was due on the 1st of each month. The tenant paid a security deposit of \$100.00 at the start of the tenancy.

The tenant agreed that he has not provided a forwarding address to the landlord in writing. An address for the tenant was left with another tenant who the tenant agreed was not very reliable. The tenant testified that he provided his forwarding address on his application. The tenant also agreed that the landlord did send the tenant a cheque for the security deposit by registered mail as shown in the landlord's documentary evidence this was posted on May 12, 2014. The tenant testified that he did not pick up the first registered mail. The landlord then sent another registered mail containing a cheque for the full amount of the security deposit on July 22, 2014. The tenant agreed he did receive this and has since cashed the cheque.

Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenant's forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlord did not receive the tenant's forwarding address in writing. The landlord did receive the tenant's address for service on the tenant's application. I further find the landlord returned the tenant's security deposit within 15 days of receiving the tenant's address on the application even though this is not considered to be a forwarding address. The tenant did not collect the

registered mail and as such the tenant cannot now claim for double the security deposit as the cheque was sent within the time frame. The landlord resent the cheque which the tenant has now received and has put through his bank.

Consequently, the tenant's application to recover the security deposit no longer has merit and is dismissed.

Conclusion

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 29, 2014

Residential Tenancy Branch

