



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Warrington PCI Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order reflecting return of the security deposit / and recovery of the filing fee. The tenant attended and gave affirmed testimony.

The tenant testified that the application for dispute resolution and notice of hearing were served by way of registered mail. Evidence provided by the tenant includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered" on April 29, 2014.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began in November 2012. Monthly rent of \$1,224.00 was due and payable in advance on the first day of each month, and a security deposit also in the amount of \$1,224.00 was collected.

On November 30, 2013 the tenant gave notice to end tenancy effective December 31, 2013. The tenant testified that he provided the landlord with his forwarding address in writing on December 30, 2013, however, as the landlord failed to return his security deposit he proceeded to file an application for dispute resolution. Subsequent to filing his application, the tenant testified that he received a cheque from the landlord dated April 22, 2014, in the amount of \$1,844.00. As to the manner of the landlord's calculation of this amount, it is not clear. The tenant speculated that the amount may reflect the landlord's attempt to compensate for late repayment of the security deposit.

In any event, the tenant testified that he is unable to cash the cheque as it is made payable to a business entity, rather than to him personally. Finally, the tenant testified that he now seeks reimbursement of the double amount of his original security deposit pursuant to the relevant statutory provisions.

Analysis

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after the end of tenancy on December 31, 2013. Accordingly, I find that the tenant has established a claim of **\$2,498.00**, as follows:

\$2,448.00: \$1,224.00 (*amount of original security deposit*) x 2 (*statutory entitlement*)
\$50.00: *filing fee*

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$2,498.00**. Should it be necessary, this order may be served on the landlord, filed in the 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*.

Dated: August 20, 2014

Residential Tenancy Branch

