



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the tenant for monetary compensation. The tenant and the landlord participated the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenant has applied for compensation pursuant to section 38 of the Act. At the outset of the tenancy the tenant paid the landlord a security deposit of \$675. The tenancy ended on April 29, 2014. On that date, the tenant provided the landlord with his written forwarding address and agreed to allow the landlord to retain \$50 of the security deposit to replace a parking pass. On May 13, 2014 the landlord issued and mailed the tenant a cheque for \$625.

The tenant stated that he did not receive the cheque until May 23, 2014, and he therefore is entitled to compensation of \$625 pursuant to section 38 of the Act.

The landlord's position was that because they mailed the cheque within 15 days of receiving the tenant's written forwarding address, they fulfilled the requirements under section 38 and the tenant is not entitled to compensation.

Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenant provided his forwarding address in writing on April 29, 2014 and the landlord issued and mailed the balance of the security deposit on May 13, 2014. I find that the landlord did fulfill the requirements set out under section 38. This section of the Act does not require that the tenant receive or be deemed to have received the security deposit within 15 days, only that the landlord repay it within that time period.

As his application was not successful, the tenant is not entitled to recover the \$50 filing fee for the cost of this application.

Conclusion

The tenant's application is dismissed.

Dated: October 21, 2014

Residential Tenancy Branch

