



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

Introduction

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

At the outset of the hearing, each party confirmed that they had received the other party's 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 tenancy began on May 1, 2013. The tenancy agreement identifies two tenants, MB and KT. The tenants paid the landlord a security deposit of \$487.50. The tenancy ended on April 30, 2014. On that date, KT attended the move-out inspection and gave the landlord a forwarding address in writing.

The tenant and sole applicant in this matter, KT, stated that at the move-out inspection she specifically asked for the security deposit to be sent to her, not to MB. At the bottom of the condition inspection report KT wrote her name only and her forwarding address. The tenant stated that she did not receive the security deposit back, and when she contacted the landlord she was advised that the landlord made the cheque out in MB's name. The tenant stated that she did not receive this first cheque, and the landlord did not issue a new cheque until June 4, 2014. The tenant stated that she has now received the security deposit, so she is only seeking the doubled portion of the deposit, pursuant to section 38 of the Act.

The landlord stated that they sent out the first cheque within the required time frame to the primary tenant on file at the forwarding address provided. A copy of the first cheque shows an issuance date of April 30, 2014. The landlord stated this cheque was mailed via regular mail on May 7, 2014. The landlord stated that their understanding was that the tenant KT had received the first cheque but because it was in MB's name they asked KT to return the cheque before they would issue a new one. The landlord stated that the tenant did not return the cheque so there was some delay, but they then decided to put a stop-payment on the first cheque and issue a second cheque in KT's name.

Analysis

Upon consideration of the evidence, I find that the tenant's application must fail. Tenants KT and MB were joint tenants, and there was no obligation for the landlord to return the cheque to KT rather than MB. The cheque is dated April 30, 2014, and I accept the evidence of the landlord that they mailed the cheque on May 7, 2014. The landlord complied with the requirements under section 38 of the Act, and the tenant is therefore not entitled to double recovery of the deposit.

As the tenant's application was not successful, she is not entitled to recovery of the filing fee for the cost of her application.

Conclusion

The tenant's application is dismissed.

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 20, 2014

Residential Tenancy Branch