



Dispute Resolution Services

Page: 1

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 double recovery of the security deposit. The tenant and the landlord 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 double recovery of the security deposit?

Background and Evidence

The tenancy began in May 2013. At the outset of the tenancy the tenant paid the landlord a security deposit of \$600.00. The tenancy ended in May 2014. On June 24, 2014 the landlord emailed the tenant and requested the tenant's mailing address. On June 29, 2014 the tenant emailed the landlord back and provided a forwarding address. On July 2, 2014 the tenant received from the landlord a cheque for \$127.50. The tenant stated that he did not cash the cheque. The landlord has not returned the security deposit or applied for dispute resolution to keep the balance of the deposit.

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 tenancy ended in May 2014, and the tenant provided his forwarding address by email, as per the landlord's request, on June 29, 2014. The landlord repaid the tenant \$127.50 of the deposit, but failed to repay the balance of the deposit or make an application for dispute resolution within the required time frame. I therefore find that the tenant is entitled to double recovery of the balance of the security deposit of \$472.50, for a total of \$945.00. As the tenant did not cash the cheque for \$127.50, and that cheque would now be stale-dated, I add to the tenant's monetary award the amount of \$127.50.

As his application was successful, the tenant is also entitled to recover the \$50.00 filing fee for the cost of this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1,122.50. This order may be 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: September 28, 2015

Residential Tenancy Branch

