



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNSD, MNDC, FF

Introduction:

This was an application by the tenant for recovery of his security deposit. Only the tenant attended the hearing. I found that the tenant served the application for dispute resolution on September 8, 2015 by registered mail.

Issues:

Is the tenant entitled to recovery of the security deposit?

Background:

The tenancy began on July 1, 2014 with rent in the amount of \$ 8000.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 400.00 on July 1, 2014. The tenancy ended on March 30, 2015. The tenant testified that he provided the landlord with his forwarding address by email on March 29, 2015 and by registered mail on July 30, 2015. The tenant provided evidence of the email, a copy of the letter as well as a registered mail receipt. The Canada Post Web site indicated that the landlord acknowledged receipt of that letter on August 5, 2015. The tenant testified that he had not consented to the landlord retaining any of the deposit. He had received a cheque from the landlord amounting to \$ 240.00 on April 20, 2015 which he cashed. He also received another cheque dated September 1, 2015 from the landlord amounting to \$ 240.00 but had not cashed it to date. The tenant requested double his deposit.

Analysis:

I find that the landlord had received the tenant's forwarding address in writing on March 29, 2015 by email and had not complied with section 38 of the Act by either returning all the deposit, obtaining the tenant's consent to retain any portion of same or making a claim against the deposit by way of application for dispute. Accordingly pursuant to section 38 of the Act the tenant is entitled to recover double the security deposit less the amounts already received and cashed. I grant the tenant a monetary Order amounting to \$ 560.00 and his filing fee of \$ 50.00 totalling \$ 610.00. I direct the tenant to give the landlord credit for \$ 240.00 if he is able to negotiate the second cheque dated September 9, 2015 amounting to \$ 240.00.

Conclusion:

I find that the tenant has established a claim totalling \$ 510.00. The tenant is entitled to recover the \$50.00 filing fee for this application for a total claim of \$ 560.00. I grant the tenant a monetary Order in that amount, however the tenant is directed to give the landlord credit for the sum of \$ 240.00 if he is able to negotiate the cheque dated September 1, 2015. This Order may be enforced in the Small Claims Court should the landlord not comply. The landlord must served with this decision and order as soon as possible.

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: January 05, 2016

Residential Tenancy Branch

