



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MNSD

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order for recovery of her security deposit. The hearing was conducted via teleconference and was attended only by the tenant.

### Issue(s) to be Decided

Whether the tenant is entitled to a monetary order for all or part of the security deposit; pursuant to Sections 38 and 67 of the *Residential Tenancy Act (Act)*.

### Service

The tenant testified the landlord was served with notice of this hearing by registered mail. The landlord did not attend the hearing. Based on the above and with reference to Canada Post's web site, I find that the landlord has been served with the notice of hearing documents on November 24, 2015.

### Background and Evidence

The tenant testified the tenancy began on June 15, 2013 with a monthly rent of \$ 1,595.00 due on the 1<sup>st</sup> of each month and that a security deposit of \$ 797.50 was paid on June 8, 2013. The tenancy ended on November 1, 2015.

The tenant testified that she provided the landlord with her forwarding address on November 1, 2015 by handing it to him on that date. The tenant testified that she received her security deposit of \$ 797.50 on November 20, 2015. She provided a copy of the landlord's envelope which contained the deposit. It was post marked on November 18, 2015. The tenant acknowledged that the landlord was entitled to deduct \$ 50.00 from her deposit as a result of a previous dispute. The tenant testified that otherwise she did not permit the landlord to make any deductions and is requesting double her deposit as well as recovery of the cost of registered mail to serve this application.

### Analysis

Section 38 of the Act states:

#### Return of security deposit and pet damage deposit

- 38** (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of
- (a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord **must** do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The tenancy ended on November 1, 2015. I interpret Section 38 of the Act to require the landlord to at least put into irreversible motion the repayment of the security deposit within the 15 days after receipt of the tenant's forwarding address. Here I find that as the landlord had the tenant's forwarding address by November 1, 2016 he would have until November 16, 2015 to at least post the cheque in the mail. From the post mark on the copy of the envelope submitted by the tenant I find that the landlord mailed the cheque on November 18, 2016.

I find that as the landlord failed to comply with section 38 (1) therefore I award the tenant double the amount of the security deposit less the \$ 50.00 that the landlord was entitled to retain (double \$ 797.50 minus \$ 50.00 = \$747.50 x 2 = \$ 1,495.00). From that amount I subtract the amount already received by the tenant (\$ 797.50) and award her the remainder amount of \$ 697.50 pursuant to section 38(6). I have dismissed her claim for the recovery of the cost of registered mail as that cost must be borne generally by a party.

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of \$ 697.50 comprised of double the security deposit less deductions and the amount already received. I have dismissed all other applications made by the tenant. There will not be any order as to the recovery of the filing fee. This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: June 20, 2016

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Residential Tenancy Branch