



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- authorization to obtain a return of all or a portion of the security deposit pursuant to section 38, including double the amount;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to service of the application and evidence submissions on file.

### Issues

Is the tenant entitled to a return of all or a portion of the security deposit, including double the amount?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The tenancy began on January 16, 2019. The tenant paid a security deposit of \$762.50 at the start of the tenancy which the landlord continues to hold. A move-out inspection took place on June 23, 2019 at which time a forwarding address was provided by the tenant. The tenant agreed to a deduction of \$350.00 in writing at the time of move-out.

The landlord issued a cheque dated June 26, 2019 for the balance of the deposit amount of \$412.50. The cheque was returned to the landlord to an error in the address. The tenant agreed the error due to the incorrect address he provided at move-out.

The tenant provided a new address to the landlord by e-mail on July 11, 2019. The landlord advised the tenant a replacement cheque would need to be issued from head office in Ontario and that it would be sent to the property management office and could be picked up by the tenant.

The tenant filed this application 11 days later, on July 22, 2019.

The landlord submits that head office had to first ensure the original cheque was not cleared before issuing a replacement and that it took some time as it was coming from Ontario. The landlord submits she has had the cheque at her office since August 9, 2019 but it has not yet been picked up by the tenant.

The tenant is claiming double the security deposit arguing that the landlord failed to return the security deposit within 15 days of the date the landlord received the tenants forwarding address in writing.

### Analysis

Section 38 of the Act provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has, at the end of the tenancy, consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. A landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit, pet deposit, or both, as applicable.

I find the landlord followed the Act and attempted to return the balance of the tenant's security deposit within fifteen days of the end of the tenancy or the date a forwarding address was provided as required by section 38 of the Act.

I find that the delay in this case was caused by the tenant's own error in providing the correct forwarding address. The tenant waited only 11 days after providing the correct address before filing this dispute which was not reasonable. I find the landlord had a replacement cheque available for pick up at the office within a reasonable time after being provided with the correct address.

I dismiss the tenant's claim for double the security deposit and for the filing fee for this application. The tenant can pick up the cheque for the balance of his security deposit in the amount of \$412.50 from the landlord's office.

Conclusion

The tenant's application is dismissed without leave to reapply.

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: November 05, 2019

---

Residential Tenancy Branch