



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This was the hearing of an application by the tenant for compensation in the amount of double his security deposit. The hearing was conducted by conference call. The tenant and the named landlord called in and participated in the hearing. The person named as landlord is not the actual landlord; she is the manager of an apartment building owned and operated by a corporate landlord.

Issue(s) to be Decided

Is the tenant entitled to a monetary award in the amount of double his security deposit?

Background and Evidence

The rental unit is an apartment in Vancouver. The tenant paid a security deposit of \$425.00 at the start of the tenancy. I was not provided with a copy of the tenancy agreement. The tenant moved out of the rental unit on April 30, 2014. The tenant said that he should have received his security deposit by May 15th, but the cheque was not available until May 20th. The tenant said that because he was not sure where he was moving, and did not have a forwarding address, the landlord told him that the cheque could be mailed to her office and picked up there. The tenant said that he attended to pick up the cheque on May 15th but it was not available. He received a cheque from the corporate landlord for the full amount of his deposit on May 20, 2014. The cheque was dated May 15, 2014 and the tenant signed an acknowledgement that he received it on May 20, 2014.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has 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. Section 38(6) provides that 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 and pet deposit.

Because the tenant did not provide a forwarding address in writing to the landlord, but instead asked the landlord to send a cheque to the landlord's office where he would pick it up, I find that the provisions of section 38 were not triggered and the landlord was not put on notice that if the deposit was not returned within 15 days the landlord would be liable for double the amount. I note as well that the cheque was dated May 15, 2014 and it may have been sent from the head office on that day.

Conclusion

The tenant has not shown that he provided the landlord with his forwarding address in writing and I find that he is not entitled to an award in the amount of double his security deposit. He has received the return of his deposit in full. 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: July 17, 2014

Residential Tenancy Branch

