



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, OLC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order for recovery of his 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 sent the notice of this hearing by registered mail on May 27, 2016. The landlord did not attend the hearing. Based on the above and with reference to Canada Post's web site, I find that the package was refused by the recipient on June 3, 2016 and returned to the tenant. I find that the landlord was deemed to have been served on June 3, 2016. The tenant also testified that he sent the landlord his forwarding address by registered mail on May 27, 2016.

### Background and Evidence

The tenant testified the tenancy began on September 1, 2015 with a monthly rent of \$ 1,200.00 due on the 1<sup>st</sup> of each month and that a security deposit of \$ 300.00 and pet deposit of \$ 200.00 were paid on September 1, 2015. The tenancy ended on March 31, 2016.

The tenant testified that he provided the landlord with his forwarding address on May 27, 2016 by registered mail. The landlord neglected to retrieve that item as well. The tenant testified that he did not permit the landlord to make any deductions, has not received any portion of the deposits back and is requesting double the deposits.

### 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 March 31, 2016. The tenant gave the landlord his forwarding address by June 1, 2016 or June 3, 2016 at the latest. 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 is deemed to have received the tenant's forwarding address by June 3, 2016 he would have until June 17, 2016 to at least post the cheque in the mail. Although the tenant would normally be required to wait until the 15 days has elapsed before bringing the application, I accept the tenant's evidence that he has not received any portion of his deposits back to date nor had he consented to the landlord permission to retain any of them.

I find that as the landlord failed to comply with section 38 (1) therefore I award the tenant double the amount of the security and pet deposits: \$ 500.00 x 2 = \$ 1,000.00.

### Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of \$ 1,100.00 comprised of double the security and pet deposits and recovery of the filing fee of \$ 100.00. 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: September 27, 2016

---

Residential Tenancy Branch