



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

Dispute Codes: MNSD

### Introduction:

This hearing dealt with an application by the tenant for the return of double his security deposit plus interest. Although the landlord was served with notice of this hearing and application by registered mail, she did not appear.

I proceeded with the hearing in the landlord's absence being satisfied that the landlord was served with notice of this proceeding pursuant to section 89 of the *Act*.

### Issue to be Determined:

Is the tenant entitled to a monetary claim for the return of double his security deposit plus interest?

### Background and Evidence:

This tenancy began on May 15, 2006 for the monthly rent of \$1,600.00 and a security deposit of \$800.00. Although the landlord and tenant walked through the rental unit and discussed the condition of the rental unit at both the start and end of the tenancy, no written condition reports were completed.

The tenancy ended as of October 31, 2008 after the tenant gave appropriate written notice. The tenant provided the landlord with a forwarding address on November 4, 2008. The landlord had 15 days to either pay the security deposit plus interest to the tenant or to file an application for dispute resolution to retain the security deposit against damage or loss resulting from a breach of the tenancy agreement, regulations or *Act*.

On November 13, 2008 the landlord provided a statement to the tenant indicating that the security deposit would be retained against alleged losses. The landlord did not have the tenant's written consent to retain the security deposit.

### Analysis:

I find that the landlord is in breach of the *Act*. The landlord had the responsibility to conduct both move-in and move-out condition inspection reports pursuant to sections 23 and 35 of the *Act*. Having failed to complete these inspections the landlord extinguished any right to retain the tenant's security deposit. After the landlord received the tenant's forwarding address on November 4, 2008, she had 15 days to file an application for dispute resolution for the alleged losses and to request the right to retain

the tenant' security deposit. The landlord failed to do so and failed to return the security deposit within the 15 days.

As a result the landlord failed to comply with section 38(1) of the *Act*. Pursuant to section 38(6) of the *Act* the landlord must pay the tenant double his security deposit plus interest.

I find that the tenant has established a monetary claim for the sum of \$1,626.81 comprised of double the original security deposit plus accumulated interest of \$26.81.

Conclusion:

I grant the tenant's application and grant the tenant a monetary Order for the sum of **\$1,626.81**. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated January 13, 2009.

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Dispute Resolution Officer