



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MNSD, FF

## **Introduction**

This hearing dealt with the tenant's application for double the return of his security deposit and recovery of the filing fee for this application. The tenant participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the landlord did not appear.

## **Issue to be Decided**

- Whether the tenant is entitled to a monetary order under the *Act*

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the term of tenancy was from April 1 to September 30, 2008. Thereafter, tenancy was to continue on a month-to-month basis. Rent in the amount of \$850.00 was payable in advance on the first day of each month, and a security deposit of \$425.00 was collected from the tenant on March 20, 2008. A condition inspection and report were completed at the start of tenancy and at the end of tenancy.

By letter to the landlord dated September 30, 2008, the tenant gave notice of his intent to vacate the unit at the end of October 2008. During the move out inspection at the end of tenancy the building manager informed the tenant that \$180.00 would be withheld from his security deposit for painting required in the unit. The tenant disagreed and raised his objection with a senior official representing the landlord. Following this, on November 3 or 4, 2008 the tenant met with the building manager, signed the move-

out condition inspection report and provided his forwarding address in writing. He states he was also informed that he would be receiving his full security deposit in addition to a copy of the move-out condition inspection report. With the passage of time, however, he received neither and proceeded then to file his application for dispute resolution.

Subsequently, on or around January 12, 2009, by mail the tenant received a cheque from the landlord dated November 15, 2008. The cheque is made payable to the tenant in the amount of \$428.83, comprised of the tenant's original security deposit of \$425.00, plus interest of \$3.83. The tenant has not cashed the landlord's cheque and stated in the hearing that he does not intend to do so, preferring instead to have the entire matter resolved by way of this hearing. The tenant states he has still not been provided with a copy of the move-out condition inspection report.

### **Analysis**

Section 38 of the *Act* provides, in part, that a landlord must repay a security deposit plus interest to a tenant within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing. In the alternative, the landlord may make an application for dispute resolution claiming against the security deposit. In the event the landlord does neither of the above, section 38(6)(b) of the *Act* requires that the landlord "must pay the tenant double the amount of the security deposit."

Based on the documentary evidence and undisputed testimony of the tenant, I find that the landlord neither repaid the tenant's security deposit nor applied for dispute resolution within 15 days after being informed in writing of the tenant's forwarding address, which I find was either November 3 or 4, 2008. I further find that by failing to provide the tenant with a copy of the move-out condition inspection report within 15 days after being informed in writing of his forwarding address, the landlord has not complied with section 18(1)(b)(i)(ii) of the Residential Tenancy Regulation, which states:

18(1) The landlord must give the tenant a copy of the signed condition inspection report

(b) of an inspection made under section 35 of the Act, promptly and in any event within 15 days after the later of

(i) the date the condition inspection is completed, and

(ii) the date the landlord receives the tenant's forwarding address in writing.

As to a monetary order, pursuant to all of the above information, I find the tenant has established a claim for \$905.00. This is comprised of double the return of the security deposit in the amount of \$850.00 (\$425.00 x 2) plus interest of \$5.00 which is calculated on the original amount of the security deposit, in addition to the \$50.00 filing fee for this application. I therefore grant the tenant a monetary order under section 67 of the *Act* for \$905.00.

### **Conclusion**

I hereby grant the tenant a monetary order under section 67 of the *Act* for **\$905.00**.

This order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: January 29, 2009

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Dispute Resolution Officer