



Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: MNSD & FF

Introduction:

This hearing dealt with the tenant's claim for the return of double her security deposit plus interest. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

Issue to be Determined:

Is the tenant entitled to the return of double her security deposit plus interest?

Background and Evidence:

This tenancy began on August 1, 2008 for the monthly rent of \$595.00 and a security deposit of \$297.50. The tenancy ended as of November 30, 2008.

It was clear from the party's exchange that the rental relationship did not go well and the tenancy ended abruptly. The tenant stated that the landlord did not complete written move-in or move-out condition inspections of the rental unit. The tenant stated that she left her forwarding address in writing with the keys at the rental unit when she vacated the rental unit.

The landlord acknowledged that she did not complete the move-in or move-out condition inspections in writing. The landlord denied receiving the tenant's forwarding address in writing at the end of the tenancy. The landlord did acknowledge that she received the tenant's forwarding address by e-mail in December 2008. The landlord stated that she retained the tenant's security deposit because the tenant failed to give proper notice to end the tenancy.

Analysis:

I grant the tenant's application. I find that the landlord extinguished her right to retain the tenant's security deposit plus interest by failing to complete written move-in and move-out condition inspections. I am also satisfied that the landlord received the tenant's forwarding address in writing on November 30, 2008 and that the landlord failed to return the tenant's security deposit or file an application to keep the deposit within 15 days as required by section 38(1) of the *Act*.

Pursuant to section 38(6) of the *Act* I find that the landlord must pay the tenant double her security deposit plus interest. I also find that the landlord is to reimburse the tenant \$50.00 for the cost of this application. I find that the tenant has established a total monetary claim for the sum of \$646.87 comprised of double the tenant's security deposit

for the sum of \$595.00, \$1.87 in accumulated interest plus the recovery of the \$50.00 filling fee.

Conclusion:

I grant the tenant a monetary Order for the sum of **\$646.87**. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated February 18, 2009.

Dispute Resolution Officer