

# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

**Dispute Codes:** MCDC, MNSD, FF

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. The parties gave affirmed evidence and this Hearing proceeded on its merits.

### **Issue(s) to be Decided**

This is the Tenant’s application under Sections 38(6), 67 and 72(1) of the Act for a monetary order for double the security deposit paid to the Landlord, for money owed under the Act and to recover the filing fee from the Landlord for the cost of this application.

### **Background and evidence**

The parties agreed on the following facts:

- The tenancy started on August 18, 2008 and ended on December 17, 2008.
- There was no written move-in inspection.
- Monthly rent was \$2,400.00 per month. The Tenant was not in arrears for rent.
- This was a fixed term tenancy, for four months, and the rental unit included some furniture.
- The Tenant paid a security deposit in the amount of \$1,200.00 on August 18, 2008, and a further \$1,200.00 as a “furniture” deposit on August 18, 2008.
- The Landlord did not provide the Tenant with a copy of the Rental Agreement.

### Tenant's evidence and testimony

- The Tenant served the Landlord with the application and hearing package on January 16, 2009, by slipping it under the door of the Landlord's residence.
- At the end of the tenancy, there was an inspection done, with the Landlord and the Tenant's brother present. There was no written move-out inspection report completed.
- The Tenant disagrees that there was any damage to the rental suite when the tenancy ended.
- The Tenant requested double the security deposit and the "furniture" deposit.
- The Tenant did not provide the Landlord with notification of his forwarding address in writing.

### Landlord's evidence and testimony

- The Tenant damaged the rental unit and the Landlord does not believe the Tenant is entitled to return of the damage deposit.
- The Landlord did not know the Tenant's forwarding address until he was served with the Tenant's application and notice of hearing package on January 16, 2009.
- The Landlord did not provide the Tenant with a copy of the rental agreement, because the Tenant only asked him for it once.

### **Analysis and Decision**

This is the Tenant's application and I make no orders with respect to the Landlord's claim for damages. At this Hearing, I am considering only the Tenant's claims as set out in his application. The Landlord is at liberty to make his own application for damages.

If a landlord does not return a tenant's security deposit, or make application to retain the security deposit, within 15 days of the tenant providing the landlord with written notification of his forwarding address, then the tenant is entitled to double the security deposit from the landlord. In this case, the Tenant did not provide the Landlord with written notification of his forwarding address, and therefore I dismiss the Tenant's claim for double the security deposit.

Section 24(2) of the Act provides that if a move-in inspection is not done, the Landlord forfeits his right to claim against a security deposit. The Tenant is entitled to return of the security deposits in the amount of \$2,400.00, plus accrued interest. The Act does not allow for security deposits in excess of half of a month's rent. The Act does not allow a Tenant or Landlord to contract outside of the Act. I am attaching a copy of Sections 24(2), 19 and 5 of the Act for the Landlord's information.

The Tenant has been partially successful in his claim and I grant his application to recover the cost of the filing fee from the Landlord.

The Tenant is entitled to a monetary order in the amount of 2,463.48, calculated as follows:

Return of security deposits	\$2,400.00
Interest on security deposits	\$13.48
Recovery of the filing fee	<u>\$50.00</u>
TOTAL	<u>\$2,463.48</u>
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### **Conclusion**

I grant the Tenant a monetary order under sections 67 and 72 of the Act for \$2,463.48. This order must be served on the Landlord and may be filed in the Provincial Court of

British Columbia (Small Claims) and enforced as an order of that Court.

March 25, 2009

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