



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 an application by the tenant for the return of double her security deposit plus interest. The tenant also claimed that the landlord entered her suite without notice on multiple occasions during the tenancy; however, the tenant did not provide any particulars as to whether she was seeking a monetary award for loss or damage under the *Act*.

Although the landlord was personally served with notice of this hearing on January 8, 2009 and submitted documentary evidence in response to this application, the landlord did not appear at the hearing. I proceeded with the hearing in the landlord's absence.

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 April 1, 2005 for the monthly rent of \$725.00. The rent was \$765.00 at the end of this tenancy. The tenant paid a security deposit of \$362.50 on March 29, 2005.

The landlord did not complete either a move-in or move-out condition inspection report in writing with the tenant as required by the *Act*. However the tenant stated that they informally walked through the rental unit at the beginning and end of the tenancy.

The tenant stated that the landlord receive her forwarding address in writing in person on December 8, 2008. The landlord provided the tenant with a cheque for the sum of \$284.59 dated January 12, 2009. This sum represented only a partial sum of the tenant's security deposit plus interest. The landlord had retained \$77.91 towards cleaning the carpets of the rental unit. However, on the damage deposit refund document provided by the landlord the rental unit's condition was identified as being in great condition.

Although the tenant also has raised issues relating to unauthorized access to the rental unit by the landlord in the past, the tenant has not sought any or specified what damages she is seeking due to these alleged breaches. As the events transpired during the tenancy and the tenant has only made the complaints after the end of the tenancy there is no remedy to address this concern. I also find that the tenant has not provided sufficient evidence to support other aspects of her allegations. I remind the landlord of

their obligation to provide proper notice under section 29 and the obligation to provide a tenant quiet enjoyment pursuant to section 28 of the *Act*.

Analysis:

I find based on the evidence before me that the landlord failed to comply with section 38(1) of the *Act*. I am satisfied that the landlord had extinguished any right to the tenant's security deposit by failing to conduct written move-in and move-out condition inspections. I am also satisfied that the landlord failed to return the tenant her security deposit plus interest within 15 days after receiving the tenant's forwarding address in writing. Pursuant to section 38(6) I find that the landlord must pay the tenant double her security deposit plus interest.

I find that the tenant has established a total monetary claim of \$ comprised of double the security for the sum of \$725.00, accumulated interest of \$12.84 plus the recovery of the \$50.00 filling fee paid by the tenant for this application.

I grant the tenant a monetary Order for the sum of **\$787.84**. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion:

I grant the tenant's application for the return of double her security deposit plus interest due to the landlord's failure to comply with section 38(1) of the *Act*.

Dated March 04, 2009.

Dispute Resolution Officer