



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes

MNSD & FF

Introduction

This hearing dealt with an application by the tenant seeking the return of his 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 his security deposit plus interest?

Background and Evidence

This tenancy began on December 1, 2006 for the monthly rent of \$1,100.00 and a security deposit of \$550.00 paid on November 23, 2006. The tenancy ended on March 31, 2009.

Although the parties conducted visual inspections of the rental unit at the start and end of the tenancy, the landlord did not complete the inspections in writing.

The tenant acknowledged that he did not provide the landlord with a forwarding address in writing until sending this application for dispute resolution to the landlord.

The landlord acknowledged that he retain the tenant's security deposit, and had no intent to return the tenant's security deposit, because he believed the tenant had caused damage to the rental unit.

Analysis and Findings

I grant the tenant's application and find that the landlord is to return the tenant's security deposit plus interest and to pay for the filing fee for this application.

The landlord failed to complete the move in and move out condition inspections in writing as required by section 23 and 35 of the *Act*. As a result the landlord had extinguished any right to retain the tenant's security deposit.

The tenant did not previously provide the landlord with a forwarding address in writing until serving the landlord with notice of this proceeding. As a result I find that the tenant is entitled to the return of his security deposit plus interest but is not entitled to the return of double the security deposit because the landlord has not breached section 38(1) of the *Act*.

Conclusion

I grant the tenant a monetary Order for the sum of **\$616.92** comprised of the return of the security deposit plus interest of \$566.92 and the recovery of the \$50.00 filing fee paid for this application.

Dated June 08, 2009.

Dispute Resolution Officer