



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

### Dispute Code

MNSD

### Introduction

This hearing dealt with an application by the tenant seeking a monetary claim for the return of double her security deposit plus interest. Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions during the hearing.

### Issues to be Determined

Did the tenant provide the landlord with a forwarding address in writing? Is the tenant entitled to the return of double her security deposit plus interest?

### Background and Evidence

This tenancy began on August 1, 2008 and ended effective January 31, 2009. The monthly rent was \$1,200.00 and the tenant paid a security deposit of \$600.00 on July 12, 2008.

Both the landlord and the tenant concede that the move in and move out condition inspections were not completed in writing.

The tenant stated in the hearing that at the end of the tenancy, during the walk through completed between herself and the landlord, she wrote her forwarding address in a note book of the landlord's. She also stated that she was available on January 31, 2009 to complete the move out inspection in the morning but the landlord did not appear.

The landlord stated that he did a walk through with the tenant on January 30, 2009 but she was still in the process of packing and cleaning. The landlord did not arrange for a second inspection but felt that it was generally agreed that he would re-inspect the unit and contact the tenants with any issues. The landlord denied receiving a forwarding address and stated that he had contact phone numbers.

Both the parties agree that they spoke several times after the tenancy ended over the telephone. The issues discussed were the removal of a boat and hot tub and alleged damage to the rental unit. The landlord confirmed that he did not return the tenant's security deposit on the basis that he believed that the alleged damage to the unit was greater than the tenant's security deposit.

### Analysis and Findings

I grant the tenant's application and award the tenant the return of double her security deposit plus interest.

I find that the landlord breached section 38(1) of the *Act* by failing to return the tenant's security deposit within 15 days of the end of the tenancy. The landlord was candid about his position that he would not be returning the tenant's security deposit on the allegation that the tenant had damaged the rental unit. This position is contrary to sections 24 and 36 of the *Act* which state that the landlord extinguished his right to the tenant's security deposit by failing to complete the move in and move out condition inspections in writing and failing to provide the tenants with two opportunities to participate in condition inspections.

On the balance of probabilities I accept that it is more likely that the landlord did have a forwarding address for the tenant. I make this finding on the basis that the landlord and tenant were clearly in communication following the end of the tenancy. I accept that the tenant was requesting the return of her security deposit during the conversation with the landlord after she had vacated the rental unit. The landlord did not return the security on the basis that the landlord alleged that the tenant had damaged his rental unit. I find that the landlord had no intention of returning the tenant's security deposit. I accept the tenant's evidence that she gave the forwarding address to the landlord.

I find that the landlord has failed to comply with the *Act* by failing to return to the tenant her security deposit plus interest or to file an application for dispute resolution to retain the deposit within fifteen days. Pursuant to section 38(6) of the *Act* I find that the landlord must pay the tenant double her security deposit plus interest.

I grant the tenant a monetary Order for the sum of **\$1,204.25** comprised of double the tenant's security deposit of \$600.00 and \$4.25 in accumulated interest. 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 and have issued a monetary Order for the return of double the tenant's security deposit plus interest.

Dated June 11, 2009.

---

Dispute Resolution Officer