



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of their security deposit plus compensation (equivalent to the amount of the security deposit) for the Landlord's failure to return the deposit within the time limits set out under the Act and to recover the filing fee for this proceeding.

Issues

1. Are the Tenants entitled to the return of their security deposit and if so, how much?

Background and Evidence

This fixed term tenancy started on October 1, 2008 and was to expire on October 1, 2009 however it ended on July 31, 2009 when the Tenants moved out. Rent was \$1,000.00 per month. The Tenants paid a security deposit of \$500.00 at the beginning of the tenancy.

The Tenants gave their forwarding address in writing (by e-mail) to the Landlord on July 30, 2009. The Landlord did not return the security deposit and the Tenants did not give the Landlord written authorization to keep the security deposit.

A condition inspection report was not completed at the beginning of the tenancy. At the end of the tenancy, the Landlord completed a condition inspection report but claimed that the Tenants refused to sign it. The Tenants claim the Landlord would not allow them to sign the report unless they acknowledged being responsible for damaging a kitchen floor. The Landlord admitted that she did not provide the Tenants with a copy of the move out inspection report.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against it. If the Landlord does not do either one of



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these things and does not have the Tenant's written authorization to keep the security deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit to the Tenant.

I find that the Landlord received the Tenants' forwarding address in writing on July 30, 2009 and that the tenancy ended on July 31, 2009. I further find that the Tenants did not give the Landlord written authorization to keep the security deposit. As a result, the Landlord had until August 17, 2009 to return the Tenants' security deposit but did not do so. As the Landlord did not complete a move in inspection report and did not give the Tenants a copy of the move out inspection report, her right to make a claim against the security deposit for damages to the rental unit was extinguished under s. 24(2) and s. 36(2) of the Act. In any event, I find that the Landlord did not make an application for dispute resolution for compensation for alleged damages.

Consequently, I find pursuant to s. 38(6) of the Act, that the Landlord must return double the amount of the security deposit (or \$1,000.00) to the Tenants with accrued interest of \$1.89 (on the original amount). As the Tenants have been successful in this matter, I also find pursuant to s. 72 of the Act that they are entitled to recover their \$50.00 filing fee for this proceeding.

Conclusion

A monetary order in the amount of **\$1,051.89** has been issued to the Tenants and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 17, 2009.

Dispute Resolution Officer