



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order in the amount of \$4264.00 and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

This tenancy began on November 21, 2010 and ended April 29, 2011.

The landlord admits that he received a forwarding address in writing on June 9, 2011.

A move in inspection report was produced however it did not have all the standard information that must be included in the report.

No proper move out inspection was done.

The applicant testified that:

- The landlord has not returned their security deposit and the time limit in which to return it is now well past.
- They are therefore requesting return of their security deposit less a \$168.00 deduction to which they agree.

The respondent testified that:

- He has not returned the security deposit due to damages in the rental unit and was unaware of the requirement to apply for dispute resolution.
- Further, no proper move-out inspection was done with the tenants, because the tenants had angry and would not participate.

### Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit, and did not apply for dispute resolution to keep any or all of tenant's security deposit within the time limit required under the Residential Tenancy Act.

This tenancy ended on April 29, 2011 and the landlord had a forwarding address in writing by June 9, 2011.

Further, it is my finding that the tenants right to return of the security deposit has not been extinguished, and in fact, since the landlords move in inspection report did not have all the standard information that must be included in an inspection report, the

landlord failed to comply with the Residential Tenancy Act and has extinguished his right to claim against the security deposit for damages.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenants paid the security deposit of \$2300.00, and therefore the landlord must pay \$4600.00 to the tenants, less a deduction of \$168.00 to which the tenants have agreed, leaving a balance of \$4432.00.

I also allow the tenants request for recovery of the \$50.00 filing fee.

### Conclusion

I have issued an order for the landlord to pay \$4482.00 to the tenants.

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: October 05, 2011.

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Residential Tenancy Branch