



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, MNSD, FF

### Introduction

This hearing was convened in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation for the double return of the security deposit and pet damage deposit / and recovery of the filing fee. The tenant attended and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing (the "hearing package"), the landlord did not appear. Evidence submitted by the tenant includes the Canada Post tracking number for the registered mail.

### Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on April 15, 2011. Monthly rent of \$950.00 was payable in advance on the 15<sup>th</sup> day of each month. A security deposit of \$475.00 and a pet damage deposit of \$75.00 were collected. A move-in condition inspection report was not completed.

On September 10, 2011 the landlord requested that the tenant remove her pets. As the tenant was not prepared to do so, she vacated the unit on September 14, 2011. At that same time she informed the landlord in writing of her forwarding address and requested the return of her security deposit and pet damage deposit. The landlord declined to return either deposit and a move-out condition inspection report was not completed.

## Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca) The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 38: **Return of security deposit and pet damage deposit**

Pursuant to the above legislation a landlord must offer a tenant at least 2 opportunities to complete a move-in and move-out condition inspection report, complete and sign the report(s), and give the tenant a copy of the report(s). Failure to do so extinguishes the right of the landlord to claim against either a security or pet damage deposit.

Further, the above legislation provides that within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and / or the pet damage deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against either of these deposits and must pay the tenant double the amount of the deposit(s).

Based on the documentary evidence and the affirmed / undisputed testimony of the tenant, I find that the landlord failed to offer the tenant at least 2 opportunities to complete either a move-in or move-out condition inspection report, and failed to complete a move-in or move-out condition inspection report on his own. I further find that the landlord has neither repaid the tenant's security or pet damage deposit, nor filed an application for dispute resolution within 15 days after being informed by the tenant of her forwarding address. Accordingly, I find that the tenant has established entitlement to compensation in the amount of double her security and pet damage deposits combined totalling \$1,100.00 [(\$475.00 + \$75.00) x 2], and the \$50.00 filing fee.

## Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,150.00**. Should it be necessary, this Order may be served on the landlord, filed in the Small Claims Court 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 14, 2011.

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Residential Tenancy Branch