



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNSD, FF

### Introduction

This hearing was scheduled in response to the tenant's application for the double return of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

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

### Background and Evidence

There is no written tenancy agreement for this month-to-month tenancy which began on January 8, 2010. Monthly rent was initially \$650.00, however, after a co-tenant moved into the unit, rent was increased to \$750.00 effective June 8, 2010. Rent was payable on the 8<sup>th</sup> day of each month and a security deposit of \$325.00 was collected. There is no move-in condition inspection report in evidence.

By letter dated September 16, 2011, the tenant gave notice of his intent to vacate the unit effective October 8, 2011. In this same letter the tenant provided his forwarding address and requested the return of his security deposit to that address. The tenant testified that he actually vacated the unit on or about October 3, 2011. There is no move-out condition inspection report in evidence.

### 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**

Section 45: **Tenant's notice**

Section 38 of the Act provides in part, 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 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 the security deposit and must pay the tenant double the amount of the security deposit.

In the circumstances of this dispute, I find that the landlord neither returned the security deposit nor filed an application for dispute resolution within 15 days following the end of the tenancy. Accordingly, I find that the tenant has established entitlement to the double return of the security deposit, in addition to recovery of the filing fee in the total amount of \$700.00 [(\$325.00 x 2) + \$50.00].

#### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$700.00**. 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: January 10, 2012.

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Residential Tenancy Branch