



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

This is a request for an order for return of all or part of the pet deposit or security deposit, and a request for recovery of the filing fee

Decision and reasons

This tenancy began on November 1, 2009, and at that time the tenant's paid a security deposit of \$600.00 and a pet deposit of \$600.00.

The tenants vacated the rental unit on October 1, 2011, and on November 7, 2011 the landlord returned \$810.80 of the deposits to the tenants.

The Residential Tenancy Act states that, if the landlord does not either return the security/pet deposits 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/pet deposits.

The landlord has not returned the tenants full security/pet deposits or applied for dispute resolution to keep any or all of tenant's security/pet deposits and the time limit in which to apply is now past.

The tenants vacated the rental unit on October 1, 2011 and the landlord had a forwarding address in writing by October 25, 2011 and it is my finding that the tenant's right to the return of the security deposit had not been extinguished.

The landlord stated that she believed the tenants right had been extinguished because they had not participated in a move-out inspection, however the landlord never provided the tenants with the notice of "Final Opportunity to Schedule a Condition Inspection" ***in the approved form*** as required by the Residential Tenancy Regulations. The landlord had sent a handwritten letter proposing three times to do the move-out inspection, however that letter did not have all the information required to be on a "Final Opportunity to Schedule a Condition Inspection" form and therefore did not comply with the Residential Tenancy Regulations.

Therefore I am required to order that the landlord must pay double the amount of the security/pet deposits to the tenant.

The tenants paid \$1200.00 in combined security/pet deposits and therefore the landlord must pay \$2400.00 less the \$810.83 already paid for a balance of \$1589.17.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the landlord to pay \$1639.17 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: January 26, 2012.

Residential Tenancy Branch