



# 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 scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application requesting compensation for damage to the rental unit, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and confirmed received.

The application did not contain a detailed calculation of the \$619.10 claimed. The tenant indicated he did not fully understand the claim made.

Therefore, in the absence of a detailed calculation setting out the claim made; I dismissed the application. A respondent requires fully disclosure of claim; such as a detailed breakdown of each item claimed, so that they may adequately respond.

### Security Deposit

The parties confirmed the following:

- The tenancy commenced on January 7, 2011;
- A deposit in the sum of \$367.50 was paid;
- The tenant was given a move-in condition inspection report and told to complete the report himself;
- That the move-in condition inspection report was signed by the tenant on March 2, 2011;
- That the tenancy ended on October 31, 2011;
- That the landlord did not give the tenant at least 2 opportunities to complete a move-out condition inspection; and
- That the landlord and tenant did attempt to complete a move-out condition inspection on October 1, 2011, but the inspection ended in disagreement and the tenant did not sign the report.
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The landlord confirmed receipt of the tenant's written forwarding address on November 6, 2011; the tenant confirmed the address was mailed on November 2 or 3, 2011.

The landlord did not return the deposit, but submitted a claim for damage to the unit within 15 days of November 6, 2011.

### Analysis – Security Deposit

Residential tenancy Branch policy suggests that when a landlord claims against the deposit, any residue be ordered returned to the tenant; I find this is a reasonable stance.

When a landlord fails to properly complete a condition inspection report, the landlord's claim against the security deposit for damage to the property is extinguished. Because the landlord in this case did not carry out move-in inspection report, they lost their right to claim the security deposit for damage to the property. Asking a tenant to complete a report leaves the landlord in the position of having failed to comply with section 23(1) of the Act.

The landlord was therefore required to return the security deposit to the tenant within 15 days of the later of the two of the tenancy ending and having received the tenant's forwarding address in writing. The landlord received the tenant's forwarding address on November 6, 2011, but did not return the security deposit within 15 days of that date. The landlord did not make a claim against the deposit for unpaid rent.

Because the landlord's right to claim against the security deposit for damage to the property was extinguished, and they failed to return the tenant's security deposit within 15 days of having received his forwarding address, section 38 of the Act requires that the landlord pay the tenant double the \$367.50 deposit.

### Conclusion

The landlord's application is dismissed.

The landlord is Ordered to return double the \$367.50 deposit to the tenant.

Based on these determinations I grant the tenant a monetary Order in the sum of \$735.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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 27, 2012.

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Residential Tenancy Branch