



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an Order for the return of the security deposit.

The Tenants and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on May 1, 2010 and ended on August 31, 2011. Rent in the amount of \$1,520.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$1,520.00. A move-in and move-out inspection was not offered by the Landlord or completed by the Landlord and Tenants. No conditions inspection reports were completed and sent to the Tenant by the Landlord. A witness confirmed that the Tenant provided the forwarding address in writing on September 28, 2011. The Landlord submitted in evidence that the security deposit was retained for damages to the unit however, the Landlord did not file an application for dispute resolution to make a claim against the security deposit. The Tenant stated at the hearing that return of double the security deposit was not being waived.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$3,040.00**. Subject to the limitation periods set out in the Act, the Landlord is at liberty to make an application for dispute resolution to claim any damages caused by the Tenant.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$3,040.00**. If necessary, this order may be 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 Act.

Dated: January 17, 2012.

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Residential Tenancy Branch