



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FF, MNSD

### Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$865.00 which represents double the security deposit of \$432.50. The applicant is also requesting recovery of the \$50.00 filing fee

### Decision and reasons

The applicant is requesting an order for double the security deposit, claiming that the landlords did not return the deposit within the required time frame, and that the landlords did not do a move in inspection report at the rental property.

The tenants claim to have served a forwarding address in writing to the landlord on June 28, 2012 however they have not met the burden of proving that claim. The landlords have however admitted to receiving a forwarding address in writing on July 27, 2012.

The landlords claim that a move in inspection must have been done, however they have no evidence to support that claim, and therefore have not met the burden of proving that a move in inspection was done.

Section 24(2)(c) of the Residential Tenancy Act states:

(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Therefore, since the landlords have not met the burden of proving that a condition inspection report was done, or given to the tenants, it is my finding that the landlords right to claim against the security deposit for damages has been extinguished.

Therefore even though the landlords filed a claim against the security deposit, they did not have the right to do so, and they should have returned the deposit within 15 days of the date they received a forwarding address in writing, and since they failed to do so they are now required to pay double the security deposit to the tenant.

The tenant paid a deposit of \$432.50 and therefore the landlord must pay \$865.00 to the tenant.

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

### Conclusion

I have issued an order for the landlords to pay \$915.00 to the tenant. Since the applicant filed his claim on his mother's behalf, the monetary order has been issued in his mother's name.

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: October 10, 2012.

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Residential Tenancy Branch