



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants for the return of the balance of a security deposit and pet damage deposit as well as compensation equal to the full amount of those deposits due to the Landlords' alleged failure to return them as required by the Act and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Are the Tenants entitled to the return of a security deposit and pet damage deposit and if so, how much?

Background and Evidence

This tenancy started on April 1, 2011 and ended on June 30, 2012 when the Tenants moved out. Rent was \$1,600.00 per month. The Tenants paid a security deposit of \$800.00 and a pet damage deposit of \$800.00 at the beginning of the tenancy.

The Tenants completed a move out condition inspection report with the Landlord, S.P., on June 30, 2012. The Tenants claim that no damages for which they were responsible were noted on the move out inspection report. The Tenants said they wrote their forwarding address on the move out condition inspection report but did not receive a copy of the move out condition inspection report from the Landlords. The Tenants also said they received a cheque from the Landlords for \$990.00 on July 20, 2012 and for \$410.00 on August 20, 2012. The Tenants said they did not give the Landlords written authorization to keep the balance of their deposits in the amount of \$200.00 and it has not been returned to them. The Landlord, S.P., said he did not dispute the Tenants' claim.

Analysis

Section 38(1) of the Act says that a landlord has 15 days from either the end of the tenancy or the date he receives the tenant's forwarding address in writing (whichever is

later) to either return the tenant's security deposit and pet damage deposit or to make an application for dispute resolution to make a claim against them. If the landlord does not do either one of these things and does not have the tenant's written authorization to keep the security deposit or pet damage deposit then pursuant to s. 38(6) of the Act, the landlord must return double the amount of the security deposit and pet damage deposit.

Sections 24(2) and 36(2) of the Act say that if a landlord does not complete a move in or a move out condition inspection report and give a copy of them to the tenant within the time limits required by the Act, the landlord's right to make a claim against the security deposit and pet damage deposit for damages to the rental unit is extinguished.

I find that the Landlords received the Tenants' forwarding address in writing on June 30, 2012 but did not return the full amount of their security deposit and pet damage deposit. I also find that the Landlords did not have the Tenants' written authorization to keep any of the security deposit or pet damage deposit and that their right to do so to pay for any alleged damages to the rental unit was extinguished because the Tenants were not given a copy of the completed move out condition inspection report. As a result, I find pursuant to s. 38(6) of the Act that the Landlords must pay the Tenants compensation equal to the amount of the deposits (or \$1,600.00) plus the balance of the deposits that was not returned (or \$200.00). I also find that the Tenants are entitled pursuant to s. 72 of the Act to recover from the Landlords the \$50.00 filing fee they paid for this proceeding.

Conclusion

A Monetary Order in the amount of **\$1,850.00** has been issued to the Tenants and a copy of it must be served on the Landlords. If the amount is not paid by the Landlords, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 26, 2012.

Residential Tenancy Branch