



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD, FF

### Introduction

This hearing concerns the tenant's application for a monetary order reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

A previous hearing was held in a dispute between these parties with a decision issued by date of August 29, 2012.

There is no written tenancy agreement in evidence for the original tenancy which began approximately 10 years ago, in relation to which a security deposit of \$200.00 was collected. There is no move-in condition inspection report in evidence.

After giving notice to end tenancy in the unit where tenancy in the building originally began, the tenant began a new tenancy in another unit within the same building effective June 1, 2012. A new security deposit was collected with regard to the new tenancy. For reasons set out in the aforementioned decision, the tenant did not actually take possession of the new unit until mid June 2012.

Without the tenant's participation, the landlord undertook to complete a move-out condition inspection report for the original unit on June 19, 2012. The tenant claims that it was not until on or about July 30, 2012 when the landlord provided her with a copy of that report. Subsequently, by letter dated August 1, 2012, the tenant informed the landlord of her forwarding address. The landlord acknowledged receipt of this letter on August 2, 2012. However, the landlord declined to return the tenant's original security deposit; the landlord takes the position that as the unit required certain cleaning after

the tenant had vacated, the tenant is not entitled to return of the security deposit. In the result, the tenant claims that she has now established a statutory entitlement to the double return of her security deposit.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days of the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

Based on the documentary evidence and testimony, I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution, within 15 days after being informed by the tenant in writing of her forwarding address on August 2, 2012. Accordingly, I find that the tenant has established entitlement to the double return of her security deposit in the amount of \$400.00 (2 x \$200.00), plus interest calculated for the period beginning 10 years ago on November 8, 2002, to the present of \$7.08, in addition to the \$50.00 filing fee.

Finally, for information, the attention of the parties is drawn to the following additional sections of the Act:

Section 23: Condition inspection: start of tenancy or new pet

Section 24: Consequences for tenant and landlord if report requirements not met

Section 35: Condition inspection: end of tenancy

Section 36: Consequences for tenant and landlord if report requirements not met

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$457.08** (\$400.00 + \$7.08 + \$50.00). Should it be necessary, this order may be served on the landlord, 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 *Residential Tenancy Act*.

Dated: November 08, 2012.

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Residential Tenancy Branch