



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and 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

The issue is whether or not the tenant is entitled to an order for return of double his \$360.00 security deposit.

Background and Evidence

The applicant testified that:

- This tenancy began on December 15, 2008 and at that time he paid a security deposit of \$360.00.
- This tenancy ended on February 29, 2012, and on June 24, 2012 he sent the landlords, by registered mail, a forwarding address in writing requesting the return of its security deposit.
- To date none of the security deposit has been returned.

The applicant is therefore requesting an order for return of double his security deposit.

The respondent testified that:

- They did not receive the registered letter with a forwarding address that the tenant claims to have sent.

- Further the tenant refused to participate in a moveout inspection of the rental unit and therefore they believe he has forfeited his right to the return of your security deposit.
- There was an agreement to do the moveout inspection with the tenant on the date the tenant moved out.

In response to the landlord's testimony the tenant testified that:

- He did not refuse to participate in a moveout inspection, one was never offered.
- There was something the landlords wanted him to sign when he moved out, but because he couldn't read it he refused.

Analysis

I accept the landlord's testimony the tenant refused to participate in the moveout inspection on the last day of tenancy, however Residential Tenancy Act requires that the landlord give the tenant two opportunities, and the second opportunity for final inspection must be given in writing, and then if the tenant again fails to participate his right through the return of the security deposit is extinguished.

In this case however the landlords testified that they did not give the tenant the required second opportunity for final inspection and therefore it's my decision of the tenant's right to the return of the security deposit was not extinguished.

Therefore the tenants security deposit should have been returned within 15 days of receiving a forwarding address in writing, and since the tenant has provided evidence that shows that a forwarding address in writing was sent to the landlords by registered mail on June 24, 2012, the landlords are well past the 15 day time limit.

The landlords claim that they never received notice of registered mail, however I accept the tenants evidence that shows that the registered mail was sent, and was returned unclaimed. The address on the returned envelope is the correct address for the landlords.

The Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on February 29, 2012 and, since the forwarding address was sent by registered mail on June 24, 2012, the landlord is deemed to have received the forwarding address in writing by June 29, 2012.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$360.00 and therefore the landlord must return \$720.00.

Conclusion

I've issued an order for the respondent's to pay \$720.00 to the applicant.

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 09, 2013.

Residential Tenancy Branch

