



# 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 Tenant for the return of double the security deposit.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on November 30, 2012. The Tenant said the Landlord refused the registered mail package. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absence.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of double her security deposit?

### Background and Evidence

This tenancy started on April 1, 2012, as a month to month tenancy. The tenancy ended July 31, 2012. Rent was \$450.00 plus \$115.00 for utilities per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$225.00 on March 13, 2012. The Tenant said no move in or move out condition inspection reports were completed and signed by both the Landlord and herself.

The Tenant said that she moved out of the rental unit on July 31, 2012 and gave the Landlord her forwarding address in writing on July 31, 2012 and again on August 17, 2012. The Tenant said she gave her address a second time because the Landlord did not return her security deposit as the Landlord said she would. The Tenant continued to say that when she told the Landlord she was applying for dispute resolution the Landlord sent her a money order for \$176.00 which represented her security deposit less \$49.00 in deductions that the Landlord took off the security deposit for damage to the unit. The Tenant said she left the unit in good condition and she is disputing the damages that the Landlord is claiming.

The Tenant said she is claiming double her security deposit of \$225.00 in the amount of \$450.00 less the \$176.00 that the Landlord returned in September, 2012 and the \$50.00 filing fee for this proceeding.

The Landlord has not made an application to the Residential Tenancy Branch and they did not attend the hearing on February 26, 2013.

### Analysis

Section 24 (2) of the Act says if a Landlord does not complete and sign a move in condition inspection report then any claim the Landlord has against the Tenant's security deposit is extinguished.

Consequently as the Landlord did not complete and sign a condition inspection report the Landlord's claims against the Tenant's security deposit is extinguished. I find the Landlord has no right to retain the \$49.00 from the Tenant's security deposit.

Further:

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I find from the Tenant's testimony she did give the Landlord a forwarding address in writing on July 31, 2012 and again on August 17, 2012. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or after receiving a forwarding address in writing from the Tenant, nor did the Landlord apply for dispute resolution. Consequently I find for the Tenant and grant an order for double the security deposit of \$225.00 in the amount of \$450.00. Further as the Tenant has received \$176.00 from the Landlord, the amount of the award of \$450.00 will be less the \$176.00 the Tenant has already received. I award the Tenant a monetary Order for \$274.00 as compensation for the security deposit plus the \$50.00 filing fee for a total of \$324.00.

### Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 72 of the Act, I grant a Monetary Order for \$324.00 to the Tenant. The Order must be served on the Respondent and is enforceable through the Provincial Court 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: February 26, 2013

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Residential Tenancy Branch

