



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the tenant seeking an order for the return of their security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to the return of their security deposit?

### Background and Evidence

The tenancy began on or about October 15, 2011 and moved out on September 1, 2012. The tenancy was to be a fixed term tenancy which was to end on September 30, 2012. Rent in the amount of \$2500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1250.00.

The tenant gave the following testimony:

The tenant had a phone conversation with the landlord on August 10, 2012 whereby they came to an agreement to end the tenancy on September 1, 2012. The tenant provided their forwarding address on September 6, 2012. A condition inspection report was conducted upon move in however the landlord would not allow the tenant into the unit during the move out inspection. The tenant refused to sign a document in which she

had no opportunity to view the unit or provide her perspective on the condition. The tenant is seeking the return of double their security deposit.

The landlords' agent gave the following testimony:

The tenants did not give a full months notice and left the unit in an unsatisfactory state. A condition inspection report was done at the beginning and end of tenancy. The landlord did not return the deposit as he felt that the tenants had not given proper notice and left the unit messy.

### Analysis

The relationship between these two parties is an acrimonious one. Both parties continually referred to many issues that were not applied for or before me. A great deal of time was spent explaining to the parties that this decision would only reflect the issue of the security deposit.

It was also explained to the parties that if there are unresolved issues between the parties and that they are unable to work them out they are at liberty to file a separate application for dispute resolution to have their matter heard. Both parties acknowledged that they understood.

As for the matter before me, the landlords' agent confirmed that the landlord had received the tenant's forwarding address in writing. The agent also acknowledged that she was not aware of the context of the phone conversation between the landlord and the tenants.

Section 38 of the Act provides that within 15 days after the later of the date of the tenancy ends, and the date the landlord receives the tenants forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. When a landlord fails to comply with

this section, the landlord must pay the tenant double the amount of the security deposit. As the landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the tenants forwarding address, I find that the tenants are entitled to return of double the security deposit in the amount of \$2500.00.

The tenants are also entitled to the recovery of the \$50.00 filing fee. I grant the tenants an order under section 67 for the balance due of \$2550.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The tenants are granted a monetary order for \$2550.00.

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: March 21, 2013

---

Residential Tenancy Branch

