



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Craft Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Codes: MNSD

### Introduction:

This was an application by the tenant for recovery of her security deposit. Only the tenant and her agent attended the hearing.

### Issues:

Is the tenant entitled to recovery of the security deposit?

### Background:

The tenant testified that she posted the application for dispute resolution by registered mail on April 16, 2013 to both respondents to the address specified on her tenancy agreement. The tenant testified that the tenancy began on December 1, 2012 with rent in the amount of \$ 782.00 due in advance on the first day of each month. The tenant paid a security deposit of \$ 370.00 and key deposit of \$ 30.00 on October 27, 2011 and a pet deposit of \$ 380.00 on November 3, 2011. The tenancy ended on February 28, 2013. The tenant testified that he provided the landlord with her forwarding address by writing it on her move out inspection form on February 28, 2013. The tenant testified that she was not given the opportunity to inspect the unit with the landlord's agent nor was she ever given a copy of the move out report. The tenant testified that she had not consented to the landlord retaining any of the deposit and on March 15, 2013 she received a cheque from the landlord in the amount of \$ 515.00 and a statement from the landlord purporting to deduct \$ 235.00 from the security and pet deposit. The tenant testified that she had not received any of the key deposit back to date. The tenant requested the return of her outstanding deposits

Analysis:

With reference to the Canada Post web site and in reliance upon the tenant's evidence I find that the landlords were served with the application April 17, 2013. I find that the landlords had received the tenant's forwarding address in writing on February 28, 2013 and had not complied with section 38 of the Act by either returning all the deposit, obtaining the tenant's consent to retain any portion of same or making a claim against the deposit by way of application for dispute. Furthermore landlords had not complied with section 24 of the Act by giving the tenant a copy of the report or conducting an inspection with the tenant. Accordingly pursuant to section 38 of the Act the tenant is entitled to recover double the deposits less what she had already received calculated as follows:  $\$ 780.00 \times 2 = \$ 1,560$  less  $\$ 515.00 = \$ 1,045.00$ .

Conclusion:

I find that the tenant has established a claim totalling \$ 1,045.00. There will not be any recovery of the filing fee. I grant the tenant a monetary Order in that amount. This Order may be enforced in the Small Claims Court should the landlords not comply.

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: May 21, 2013

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Residential Tenancy Branch