



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application. Neither party submitted further documentary evidence, but both sides were given the opportunity to provide testimony. I have reviewed all testimonial evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on September 1, 2011. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$322.50. The tenancy ended on February 28, 2013. The tenant provided the landlord with his written forwarding address on that date. The landlord has not returned the security deposit or applied for dispute resolution.

The landlord stated that on February 28, 2013 the tenant signed the condition inspection report, authorizing the landlord to keep the security deposit. The tenant denied signing to allow the landlord to keep the deposit, and he further stated that he was never given a copy of the move-out inspection report. The landlord did not submit a copy of the inspection report as evidence; nor did they call as a witness the agent who conducted the move-out inspection.

Analysis

In this case, I find that the tenant is entitled to double recovery of his security deposit. The landlord claimed that the tenant signed the move-out inspection report and thereby authorized the landlord to keep the deposit, but the landlord did not submit that document as evidence. Nor did they have the agent who conducted the inspection appear as a witness to give testimony and be available for cross-examination. The landlord therefore failed to establish that the tenant did in fact authorize the landlord, in writing, to keep the deposit.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$645. This order may be 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: June 24, 2013

Residential Tenancy Branch