



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant Section 38 of the *Residential Tenancy Act* (the “Act”) for Orders an Order for return of the security deposit. The Tenants and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

Background and Evidence

The following are undisputed facts: The tenancy began on February 1, 2012 and ended on April 1, 2013. The Landlord collected a \$425.00 security deposit and \$200.00 pet deposit from the Tenants. A move-in inspection was not offered or completed. The Landlord did not offer a move-out inspection. The Tenants provided their forwarding address in writing on April 4, 2013.

The Landlord states that the Tenant left damages to the unit and that the Landlord did not make an application to claim against the security deposit for damages to the unit. The Tenants state that they are claiming and not waiving the return of double the security deposit.

Analysis

Section 23 of the Act requires that upon the start of a tenancy, a landlord and tenant must together inspect the condition of a rental unit. Section 35 of the Act requires that at the end of the tenancy the landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit. The Landlord must offer at least two (2) opportunities for this inspection. Section 36 provides that the right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not comply with offering two (2) opportunities for inspection. As the Landlord failed to conduct a move-in and move-out inspection, I find that the Landlord's right to claim against the security deposit was extinguished before the end of the tenancy.

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where 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 return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the combined security and pet deposit in the amount of **\$1,250.00**.

Conclusion

I Grant the Tenant a Monetary Order under Section 67 of the Act for **\$1,250.00**. If necessary, 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: July 15, 2013

Residential Tenancy Branch

