



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### 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 May 24, 2013. 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 with both parties present.

### Issues(s) to be Decided

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

### Background and Evidence

This tenancy started on June 26, 2012 as a month to month tenancy. The tenancy ended March 31, 2013. Rent was \$900.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$450.00 in advance of the tenancy.

The Tenant said that she moved out of the rental unit on March 31, 2013 and gave the Landlord a forwarding address in writing on April 8, 2013. The Tenant said no move in or move out condition inspection report was completed. The Tenant continued to say that she cleaned the unit before leaving and she asked the Landlord for her security deposit back. The Tenant continued to say the Landlord’s agent said they could not return to the security deposit until the Landlord saw the rental unit.

The Landlord said he kept the Tenant’s security deposit because there was damage to the rental unit. The Landlord agreed that there was no condition inspection reports completed at the start or at the end of the tenancy.

### Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the landlord cannot establish the amount of damage or if any damage was done to the rental unit. As well the Act says the landlord's claim against the tenant's security deposit for damage is extinguished if no condition inspection reports are completed. I find the Landlord's claim against the Tenant's security deposit for damages is extinguished.

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 accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on April 8, 2013. The Landlord did not repay security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by April 23, 2013. Consequently I find for the Tenant and grant an order for double the security deposit of \$450.00 in the amount of  $\$450.00 \times 2 = \$900.00$ .

As the Tenant was successful in this matter; pursuant to section 67 a monetary order for \$900.00 has been issued to the Tenant. This Monetary order represents double the security deposit in the amount of \$900.00.

### Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38 and 67 of the Act, I grant a Monetary Order for \$900.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims 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: August 27, 2013

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Residential Tenancy Branch

