



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

This is an application for an order for return of the security deposit, and a request for recovery of the filing fee.

At the beginning of the hearing the respondent testified that the spelling of her last name was incorrect, and she consented to having her name changed on the dispute resolution papers. Therefore the decision and orders issued from today's hearing have the corrected name for the landlord.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give evidence orally.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a claim for the return of her security deposit?

Background and Evidence

This tenancy began on April 1, 2011, and the tenant vacated the rental unit on July 7, 2013.

No move in inspection report was produced at the beginning of the tenancy, nor was a move out inspection report produced at the end of the tenancy.

At the end of the tenancy the landlord held a total security deposit of \$1050.00.

The landlord admitted that she has received a forwarding address in writing in July of 2013.

The landlord returned \$509.04 of the tenants security deposit with a cheque dated July 20, 2013, and retained \$540.96 of the security deposit for alleged damages and cleaning.

The tenant did not give the landlord any written permission to keep any of her security deposit.

Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on July 7, 2013 and the landlord had a forwarding address in July of 2013, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished, and in fact the landlords right to claim against the security deposit for damages has been extinguished for failing to complete the move in inspection report required under Section 23 of the Act.

Therefore, pursuant to Section 38(6), even though the tenant has not applied for double the security deposit, I am required to order that the landlord must pay double the amount of the security deposit to the tenant.

The landlord held a security/pet deposit totaling \$1050.00, and therefore the landlord must pay \$2100.00, less the \$509.04 already returned leaving a difference of \$1590.96.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have issued a monetary order in the amount of \$1640.96

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: October 23, 2013

Residential Tenancy Branch

