



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Antana Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNSD

Introduction

This is an application for an Order for the landlord to return the full security/pet deposit and pet deposit. The applicant is also requesting recovery of the \$50.00 filing fee.

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 their evidence orally.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issues are whether or not the tenants have the right to the return of their security/pet deposit and pet deposit and recovery of the filing fee.

Background and Evidence

This tenancy began on July 1, 2011 with the monthly rent of \$2000.00, and a security/pet deposit of \$1000.00 plus a pet deposit of \$500.00 were collected on that date.

No move-in inspection report was completed at the beginning of the tenancy.

This tenancy ended August 31, 2013 and the landlord has admitted that he received the forwarding address in writing in September of 2013.

The landlord has not applied for dispute resolution to keep any or all of the security/pet deposit.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security/pet deposit, get the tenants written permission to keep all or part of the security/pet 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/pet that deposit.

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

This tenancy ended on August 31, 2013 and the landlord had a forwarding address in writing by September 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 landlord's right to claim against the security/pet deposit for damages has been extinguished, as the landlord failed to complete a move-in inspection report at the beginning of the tenancy and section 24(2) of the Residential Tenancy Act states:

24(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

- (a) does not comply with section 23 (3) [*2 opportunities for inspection*],
- (b) having complied with section 23 (3), does not participate on either occasion, or
- (c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Therefore even though the tenant has not applied for double the security/pet deposit, I am required to order that the landlord must pay double the amount of the security/pet deposit to the tenant, unless the tenants waive their right to double the security/pet deposits.

The tenants pay to combine security/pet deposit of \$1500.00, and therefore the landlord must pay \$3000.00.

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

Conclusion

I've issued a Monetary Order in the amount of \$3050.00.

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: January 28, 2014

Residential Tenancy Branch

