



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on July 1, 2013 and the Tenant states that she moved out after the first week of December 2013 but paid the rent to December 15, 2013. At the outset of the tenancy, the Landlord collected a security deposit of \$492.50 and a pet deposit of \$200.00 from the Tenant. No move-in inspection was offered by the Landlord or completed by the Parties. The Landlord agrees that the Tenant provided the forwarding address in writing before the last day of December 2013. The Landlord states that an application for dispute resolution against the Tenant was made on February 6, 2014. The Tenant claims return of double the combined security and pet 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 on the possession date for that unit, or on another mutually agreed date. Section 24(2) of the Act further provides that where a Landlord does not complete and give the tenant a copy of a condition inspection report, the right to claim against that deposit for damage to the residential property is extinguished. As no move-in inspection was conducted, the Landlord's right to claim against the security deposit was extinguished.

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's right to claim against the security deposit was extinguished and as the Landlord failed to return the security deposit to the Tenant within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord must repay the Tenant double the security and pet deposit plus zero interest in the amount of **\$1,565.00**. As the Tenant has been successful I find that the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,615.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,615.00**. 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 Act.

Dated: April 29, 2014

Residential Tenancy Branch

