



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gateway Property Management Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, 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;
2. A Monetary Order for compensation – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail to the address at which the Landlord carries on business as a landlord in accordance with Section 89 of the Act. The Landlord did not attend the Hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 1, 2013 and ended October 30, 2013. At the outset of the tenancy the Landlord collected \$430.00 as a security deposit. Although the Parties conducted a walkthrough of the unit at the outset, no condition inspection report was completed or provided to the Tenant. The Tenant provided its forwarding address in writing to the Landlord on December 17, 2013. The Landlord has not returned the security deposit to the Tenant.

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 condition report was completed with a copy provided to the Tenant, I find that 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. Given that the Landlord's right to claim against the security deposit was extinguished and the Landlord did not return the security deposit to the Tenant, I find that the Landlord must pay the Tenant \$860.00. As the Tenant's application has been successful I find that the Tenant is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$910.00**.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$910.00**. 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: May 08, 2014

Residential Tenancy Branch

