



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for the tenancy which the parties agree began on August 01, 2006. Monthly rent was \$1,250.00, and a security deposit of \$625.00 was collected on August 01, 2006. A move-in condition inspection report was not completed.

Following notice given by the landlord to end tenancy for landlord's use of property, the tenant vacated the unit by November 30, 2013. A move-out condition inspection report was not completed.

Subsequently, by letter dated January 01, 2014, the tenant informed the landlord of his forwarding address for the purposes of repayment of the security deposit. Thereafter, the landlord informed the tenant that as a result of the condition of the unit at the end of tenancy, he would not be repaying the security deposit. Following this, the tenant filed an application for dispute resolution on March 05, 2014.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Further, section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section 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 either repay the security deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the security deposit.

Based on the documentary evidence and testimony, I find that the landlord neither repaid the security deposit, nor filed an application for dispute resolution within 15 days after being informed by the tenant in writing of his forwarding address in January 2014. Accordingly, I find that the tenant has established entitlement to a claim of **\$1,320.26**:

\$1,250.00: (2 x \$625.00) *double the amount of the original security deposit*

\$20.26: *interest accrued on the original amount of the security deposit*

\$50.00: *filing fee*

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$1,320.26**. Should it be necessary, this order may be served on the landlord, 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: June 23, 2014

Residential Tenancy Branch

