



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNSD, FF

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of double the \$850.00 security deposit; less a sum previously returned and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Is the tenant entitled to return of double the \$850.00 security deposit paid, less \$425.00 previously returned by the landlord?

### Background and Evidence

The tenancy commenced in July 2011 and ended on July 5, 2014. A move-in and move-out inspection report was not completed. A security deposit in the sum of \$850.00 was paid.

There was no dispute that the landlord received the tenant's written forwarding address in July 2014 and that shortly afterward the tenant received a cheque in the sum of \$425.00. The landlord retained the balance of the deposit.

The parties agreed that the tenant did not sign agreeing to deductions from the deposit at the end of the tenancy. The parties had been in discussion regarding possible deductions, but agreement had not been reached prior to the landlord returning a portion of the deposit.

The tenant supplied copies of emails as evidence of service of her forwarding address and negotiation for deductions. After the tenant received the \$425.00 she did agree to a \$60.00 deduction for cleaning and \$36.75 to restart the furnace. During the hearing the tenant said she continues to agree to these deductions from the deposit.

The landlord said there was damage to the rental unit and that she does not believe the balance of the deposit should be returned.

### Analysis

Section 38(1) of the Act determines that the landlord must, within 15 days after the later of the date the tenancy ends and the date the landlord received the tenant's forwarding address in writing, repay the deposit or make an application for dispute resolution claiming against the deposit. If the landlord does not make a claim against the deposit paid, section 38(6) of the Act determines that a landlord must pay the tenant double the amount of security deposit.

The amount of deposit owed to a tenant is also contingent on any dispute related to damages and the completion of move-in and move-out condition inspections. In this case there is no dispute related to damages before me in the form of an application made by the landlord. The landlord has confirmed receipt of the tenant's forwarding address in July 2014 but did not submit a claim against the deposit. Deductions were made from the deposit in the absence of written agreement of the tenant. A landlord may not make deductions from a deposit unless the tenant provides written agreement at the end of the tenancy.

A move-in condition inspection and move-out condition inspection was not scheduled by the landlord and not completed as required by the Act.

As the landlord failed to return the security deposit, in full or to submit a claim against the deposit within 15 days of the date she received the forwarding address in July 2014, I find that the deposit must be doubled.

Therefore, I find that the tenant is entitled to return of \$1,700.00 less \$425.00 previously returned, less the sum agreed to by the tenant for cleaning and furnace re-start, \$96.75.

As the tenant's application has merit I find that the tenant is entitled to recover the \$50.00 filing fee from the landlord for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the tenant a monetary Order in the sum of \$1,228.25. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The tenant is entitled to return of double the \$850.00 security deposit; less \$425.00 previously returned and \$96.75 agreed to by the tenant.

The tenant is entitled to filing fee costs.

This decision is final and binding and 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, 2015

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Residential Tenancy Branch

