



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

FINAL DECISION

Dispute Codes:

MNSD, FF

Introduction

This reconvened hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of double the \$425.00 security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

An interim decision was issued on April 29, 2015 providing an adjournment to allow the landlord time to properly make his submissions. The delay was the result of an injury suffered by the landlord.

Both parties were present at each hearing. At the start of each hearing I introduced myself and the participants. The parties were affirmed at the first hearing and reminded on June 11, 2015 that they continued to provide affirmed testimony.

The hearing process was explained and the parties had an opportunity to ask questions about the hearing process. I considered all relevant and included evidence.

This final decision should be read in conjunction with the interim decision issued on April 29, 2015

Issue(s) to be Decided

Is the tenant entitled to return of double the \$425.00 security deposit paid?

Background and Evidence

The tenancy commenced on January 1, 2014. The parties signed a tenancy agreement; a copy was supplied as evidence. Rent in the sum of \$850.00 was due on the first day of each month. A security deposit in the sum of \$425.00 was paid.

The landlord confirmed that a move-in inspection report was not completed with the tenant. At the time of move-in the tenant appeared to be distracted by a personal issue. The landlord provided no evidence that he attempted to schedule an inspection with the tenant.

The tenant submitted a copy of a written notice ending tenancy issued and given to the landlord on July 29, 2014. The landlord had signed the note, acknowledging notice given effective August 31, 2014. The note included the tenant's forwarding address.

The landlord said he told the tenant they should meet on the last day of the tenancy to complete an inspection. The tenant could not recall the landlord scheduling an inspection. The tenant vacated in July but paid rent for August, based on the notice she had given. The parties agreed the tenancy ended effective August 31, 2014.

The landlord said that the tenant's forwarding address provided was not complete; the address on the July 29, 2014 note did not include a unit number for the tenant. The landlord confirmed that he did not submit a claim against the deposit and that he did not return the deposit to the address provided on July 29, 2014.

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 was no dispute related to damages before me.

I have no evidence before me that a move-in condition inspection or move-out condition inspection was completed as required by the Act. The landlord did not provide evidence he scheduled an inspection with the tenant at the start of the tenancy.

The landlord has confirmed that he did not return the deposit to the tenant, despite having been given the forwarding address on July 29, 2014. It was explained to the landlord that rejecting an address provided was unwise, as undeliverable service of the deposit to that address given could prove the landlord's compliance with the legislation.

Therefore, as the landlord failed to return the deposit to the forwarding address provided, I find, pursuant to section 38(6) of the Act that the tenant is entitled to return of double the \$425.00 security deposit. The landlord had until September 15, 2014 to either return the deposit or submit a claim against the deposit; he did neither.

As the tenants' 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 \$900.00. 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 security deposit.

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: June 11, 2015

Residential Tenancy Branch

