



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mnsd

Introduction

The tenant applies for the return of the tenant's security deposit and pet damage deposit, doubled.

The tenant attended the hearing. The landlord did not attend. I accept the tenant's testimony that he personally served the landlord with his claim, and with notice of this hearing, satisfying the service requirements of section 89 of the Residential Tenancy Act. Pursuant to section 90, the landlord is deemed to have received these materials.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit, doubled?

Background and Evidence

Based upon the verbal testimony of the tenant, I find that this tenancy began April 1, 2016 and ended June 15, 2016. The tenant paid a security deposit of \$600.00 and a pet damage deposit of \$300.00 at the start of the tenancy, none of which has been returned. No move in inspection was ever done, a condition inspection report was never provided to the tenant, and he was never given a copy of a written tenancy agreement. When the tenancy ended the tenant provided his forwarding address to the landlord in writing and by email. The landlord has never returned the deposits to the tenant. No claim against the deposit was ever filed by the landlord and served to the tenant.

Analysis

I accept that the landlord failed to prepare and provide the tenant with a move-in condition inspection report at the start of the tenancy. Based upon section 24(2) of the Residential Tenancy Act, any right of a landlord to claim against a security deposit for damage to residential property is extinguished if an inspection involving the landlord and tenant does not occur at the start of the tenancy, or if an inspection report is not completed or a copy of the report is not given to the tenant.

Under section 38(1) of the Residential Tenancy Act, the landlord had an obligation to return the tenant's security deposit, within 15 days of the end of the tenancy or the date on which the landlord received the tenant's forwarding address. The landlord has failed to return the deposit within the required 15 day period. The landlord is found to have failed to comply with section 38(1), and is now required by section 38(6) to pay the

tenants double the amount of the deposits. I find the tenant is entitled to double the deposits, which is \$1,800.00. A monetary order for this sum is granted to the tenant.

Conclusion

The tenant is entitled to double the deposit. The landlord must pay to the tenant the sum of \$1,800.00.

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: February 01, 2017

Residential Tenancy Branch