



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of the security deposit or pet damage deposit; and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on or about August 18, 2018 and the tenant vacated the rental unit on or about March 8, 2019. There was no written tenancy agreement, however rent in the amount of \$900.00 per month was payable on the 1st day of each month, and the landlord collected a pro-rated amount for the first month of the tenancy. There are no rental arrears. The rental unit was a main level of a house and the landlord resided in the upper level. The tenant shared the rental unit with another tenant. No move-in or move-out condition inspection reports were completed.

At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$450.00, and no pet damage deposit was collected. The parties signed a

document on March 1, 2019 that contained the tenant's forwarding address in writing. The tenant gave a copy to the landlord and kept a copy for himself. A copy has been provided for this hearing.

The landlord returned \$250.00 of the security deposit to the tenant on or about March 15, 2019, but the tenant did not authorize the landlord to keep any portion of the security deposit. The landlord has not served the tenant with an Application for Dispute Resolution claiming against the security deposit, and the tenant claims double in addition to recovery of the \$100.00 filing fee.

The landlord testified that the tenant did not give consent for the landlord to keep any portion of the security deposit, and the landlord has not made an Application for Dispute Resolution claiming against the security deposit, but the tenant knew that he had been requested to pay for a damaged shower faucet. On February 18, 2019, the tenant was the only one using that bathroom, and while the other tenant was out of town, the tenant broke it. He called the landlord at 10 p.m., and had twisted it backward on a previous occasion. The landlord has provided a copy of a plumbing bill dated February 18, 2019 in the amount of \$220.00, which the landlord paid, and only charged the tenant \$200.00.

Analysis

The law takes a very serious view of trust monies, including security deposits and pet damage deposits. The *Residential Tenancy Act* does not permit a landlord to arbitrarily decide to keep any portion without the tenant's written consent.

The law also says that a landlord must return the deposit(s) to the tenant in full within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an Application for Dispute Resolution claiming against the deposit(s) within that 15 day period. If the landlord fails to do either, the landlord must repay the tenant double the amount. Also, if the landlord fails to ensure that move-in and move-out condition inspection reports are completed in accordance with the regulations, the landlord's right to make a claim for damages against the deposit(s) is extinguished.

In this case, I accept the undisputed testimony of the tenant that no move-in or move-out condition inspections were completed, and therefore, I find that the landlord's right to claim against the security deposit for damages is extinguished.

I also accept the undisputed testimony of the tenant that the tenancy ended on March 8, 2019 and the landlord received the tenant's forwarding address in writing prior to that,

on March 1, 2019. The landlord returned a portion of the security deposit to the tenant within that 15 day period, however I find that the doubling provision of the *Residential Tenancy Act* applies. The security deposit amount was \$450.00, and double that is \$900.00, less the \$250.00 returned to the tenant amounts to \$650.00.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$750.00.

This order is final and binding and may be enforced.

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 07, 2019

Residential Tenancy Branch