



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AFTER REVIEW HEARING**

Dispute Codes      MNSDS-DR, FFT

### Introduction

This Review 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 and to recover the filing fee from the landlord for the cost of the application.

The tenant's application was made by way of the Direct Request process, which is an *ex parte* proceeding, without a hearing. The landlord was successful in obtaining an order that this Review Hearing be conducted. The *Residential Tenancy Act* states that following a Review Hearing, I may confirm, vary or set aside the original Decision and/or order.

The tenant and the landlord attended the Review Hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

The tenant indicated that all evidence has been exchanged, which was not disputed by the landlord. Therefore, all evidence of the parties 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 the security deposit?

### Background and Evidence

**The tenant** testified that this fixed-term tenancy began on September 1, 2019 and reverted to a month-to-month tenancy after August 31, 2020, which ultimately ended on

August 29, 2022. Rent in the amount of \$1,600.00 was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$800.00, which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a complex, and a copy of the tenancy agreement has been provided as evidence.

The tenant further testified that on August 29, 2022 the parties participated in a move-out condition inspection and a report was completed. The tenant provided a forwarding address in writing on the report. A copy of the report has been provided as evidence. The landlord has not served the tenant with an Application for Dispute Resolution claiming against the security deposit, and the tenant claims double the amount.

**The landlord** testified that the landlord is not familiar with procedures or with the *Residential Tenancy Act*, or when to file a claim.

The move-out condition inspection report shows that there was no damage left by the tenant, but the landlord believed cleaning was the responsibility of the landlord, not by the tenant. However, the landlord has since learned that it was the responsibility of the tenant to clean. The landlord expected the tenant to return to finish cleaning. Photographs have also been provided by the landlord.

### Analysis

The *Residential Tenancy Act* is very clear: a landlord must return a security deposit to a tenant, or make an Application for Dispute Resolution claiming against the deposit 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. If the landlord fails to do either, the landlord must repay double the amount.

In this case, the tenancy ended on August 29, 2022 and the move-out condition inspection report was completed the same day, upon which the tenant provided a forwarding address in writing. The landlord did not return the security deposit to the tenant and has not made an Application for Dispute Resolution claiming the security deposit within that 15 day period. Therefore, according to the law, the landlord must repay double the amount.

The original Decision dated May 3, 2023 states as follows:

“I have reviewed all of the evidence provided by the tenant, and I am satisfied that the landlord has not returned the security deposit to the tenant within 15 days as required by law. I also accept that the tenant authorized a deduction from the security deposit in the amount of \$18.29. Therefore, I find that the landlord must repay double the amount of the security deposit (\$1,600.00), less the \$18.29 authorized deduction, for a total of \$1,581.71.”

Considering the evidence and the law, I see no reason to vary or set aside the original Decision or order, and I confirm the Decision and monetary order.

### Conclusion

For the reasons set out above, the original Decision and order made on May 3, 2023 are hereby confirmed and remain in full force and effect.

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: August 16, 2023

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Residential Tenancy Branch