

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing also dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit under section 38 of the Act
- authorization to recover the filing fee for this application from the Landlords under section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Matters

Landlord's Application

Tenant H.P.N. confirmed service of the Proceeding Package and evidence.

Tenant C.F.M.S. testified that they did not receive the Proceeding Package, and that they did not authorize Landlord to serve them documents through Tenant H.P.N.'s email address.

Section 89(1) of the Act provides the following:

An application for dispute resolution or a decision of the Director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a Landlord, by leaving a copy with an agent of the Landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a Landlord;
- (d) if the person is a Tenant, by sending a copy by registered mail to a forwarding address provided by the Tenant;
- (e) [Repealed 2023-47-98.]
- (f) by any other means of service provided for in the regulations.

I find the Landlord did not serve each Tenant a Proceeding Package as required under Section 89(1) of the Act. Therefore, the Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is dismissed, with leave to reapply.

The Landlord's application for the filing fee is dismissed, without leave to reapply.

Tenant's Application

The Landlord confirmed service of the Proceeding Package and Tenant's evidence.

Issues to be Decided

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

Background and Evidence

I have reviewed all admissible evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on January 1, 2025, with a monthly rent of \$3,200.00, due on the first day of the month. The Tenant paid a security deposit of \$1,750.00 that was previously paid on August 12, 2023, with their previous tenancy agreement.

The following is undisputed:

- the Landlord is retaining \$1,750.00 of the Tenant's security deposit
- the Tenant provided their forwarding address for the return of their security deposit to the Landlord on September 2, 2025
- the Landlord made an application claiming against the security deposit on September 11, 2025
- the Tenant did not authorize the Landlord in writing to retain any portion of their security deposit
- the Landlord and Tenant completed a move-in condition inspection report and a copy was provided to the Tenant
- the Landlord did not complete a move-out condition inspection report on their own or with the Tenant

The Tenant testified the following:

- they were present for the scheduled inspection between 1:00 p.m. to 2:00 p.m.
- the Landlord did not offer them any form
- the Landlord did not offer to do a walk through of the unit

The Landlord testified the following:

- the Tenant left prematurely at the time of the move-out inspection and left them to complete the move-out inspection on their own
- they sent the Tenant photos and communication afterwards, and offered them a second inspection

Analysis

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the Landlord receives the Tenant's forwarding address in writing, whichever is later, the Landlord must repay a security deposit to the Tenant or make an application for dispute resolution to claim against it. As the forwarding address was provided on September 2, 2025, and the Landlord made their application on September 11, 2025. I find that the Landlord did make their application within 15 days of the receiving the forwarding address.

Section 35(4) of the Act states at the end of the tenancy, both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report in accordance with the regulations. If the Landlord does not complete a condition inspection report with the Tenant at the end of the tenancy and give a copy of it to the Tenant in accordance with the regulations, the Landlord's right to claim against it is extinguished pursuant to section 36(2).

Section 36 (2) of the Act provides the following:

Unless the Tenant has abandoned the rental unit, the right of the Landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the Landlord

- (a) does not comply with section 35 (2) [2 opportunities for inspection],
- (b) having complied with section 35 (2), does not participate on either occasion, or
- (c) having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Section 38(5) and (6) of the Act states that when the Landlord's right to claim against the security deposit is extinguished, the Landlord may not make a claim against it and must pay the Tenant double the amount of the security deposit.

The parties testified that they did a move-in condition inspection report and a copy was provided to the Tenant. The Landlord did not do a move-out condition inspection report with the Tenant, and they did not provide a copy of a move-out condition inspection report to the Tenant.

I find the Landlord did not comply with sections 36 and 38 of the Act, therefore the Tenant is entitled to a monetary award in the amount of \$3,515.30, for double their security deposit, plus interest (1,750.00 x 2 + 15.30).

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

As the Tenant was successful in their application, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$3,615.30** under the following:

Monetary Issue	Granted Amount
a Monetary Order for the return of all their security deposit doubled, plus interest under section 38 of the Act	\$3,515.30
authorization to recover the filing fee for this application from the Landlord under section 72 of the Act	\$100.00
Total Amount	\$3,615.30

The Tenant is provided with this Order, and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: December 10, 2025

Residential Tenancy Branch