

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 their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

At the outset of the hearing, the parties were informed that only the evidence referred to during the hearing would be considered in the decision and in accordance with the Residential Tenancy Branch Rules of Procedure 7.4.

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.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

Both parties attended the hearing. Therefore, in accordance with section 71 of the Act, the Tenant and Landlord have been sufficiently served.

Preliminary Matters

Section 59(2) of the *Act* requires the party making the application to include the full particulars of the dispute.

Section 59(5) of the states that the Director may refuse to accept an application for dispute resolution if the application does not disclose the full particulars of the dispute.

I find the Landlord's claim for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the *Act* does not disclose the full particulars of the dispute as required under section 59(2) of the *Act*. The Landlord did not provide a detailed breakdown for the \$500.00 they are claiming on their application, and the monetary order worksheet does not match the description of the items being claimed on the application. 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. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

In accordance with Rule 7.12 of the Residential Tenancy Branch Rules of Procedure, I amended the application to include the name of Tenant D.Y. listed on the tenancy agreement.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested or is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

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

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

Background and Evidence

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

The parties testified that this tenancy began on April 1, 2024, with a monthly rent of \$4,050.00, due on the first day of the month. The Tenant paid a security deposit of \$2,000.00.

The following is undisputed:

- the Landlord is retaining the amount of \$500.00 from the security deposit

- the Tenant provided their forwarding address for the return of the security deposit to the Landlord in writing on September 22, 2025
- the Landlord did not complete a move-in and move-out condition inspection report with the Tenant
- the Landlord did not complete a move-in and move-out condition inspection report on their own

Analysis

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested or is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Section 23 of the Act provides the following:

(1)The Landlord and Tenant together must inspect the condition of the rental unit on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed day.

(2)The Landlord and Tenant together must inspect the condition of the rental unit on or before the day the Tenant starts keeping a pet or on another mutually agreed day, if

(a)the Landlord permits the Tenant to keep a pet on the residential property after the start of a tenancy, and

(b)a previous inspection was not completed under subsection (1).

(3)The Landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(4)The Landlord must complete a condition inspection report in accordance with the regulations.

(5)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.

(6)The Landlord must make the inspection and complete and sign the report without the Tenant if

(a)the Landlord has complied with subsection (3), and

(b)the Tenant does not participate on either occasion.

Section 24(2) provides the following:

The right of a 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 23 (3) [2 opportunities for inspection], (b) having complied with section 23 (3), does not participate on either occasion, or (c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Section 38(5) 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 not complete the move-in condition inspection report together. There was no evidence referred to during the hearing showing that the Landlord offered the Tenant the required two opportunities for the move-in inspection, nor that a move-in inspection report was completed and provided to the Tenant in accordance with the Act and regulations.

Based on the evidence referred to during the hearing, the testimony of the parties, and on a balance of probabilities, I find that due to the Landlord not complying with the requirements of section 23 of the Act at the start of the tenancy, the Landlord's right to claim against the Tenant's security deposit for damages was extinguished at that time under section 24(2) of the Act. As a result, the Landlord cannot retain any portion of the security deposit.

Therefore, under section 38 of the Act, the Tenant is entitled Monetary Order in the amount of \$1,066.77 for double the amount of the security deposit the Landlord is retaining, plus interest.

For the above reasons, the Landlord's application for 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 is dismissed, without leave to reapply.

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

As the Landlord was not successful in this application, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

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 **\$1,166.77** under the following:

Monetary Issue	Granted Amount
a Monetary Order for the return of the security deposit the Landlord is retaining doubled, plus interest under section 38 of the Act	\$1,066.77
authorization to recover the filing fee for their application from the Landlord under section 72 of the Act	\$100.00
Total Amount	\$1,166.77

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).

The Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

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: February 24, 2026

Residential Tenancy Branch