



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an order for return of double the \$900.00 security deposit for a total of \$1800.00 plus interest. The applicant is also requesting recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- The landlord did not do a move-in inspection or move-out inspection.
- The tenancy ended on May 31, 2010, and on June 1, 2010 he left a forwarding address in a note on the kitchen table of the rental unit.
- He also gave the landlords a forwarding address again by e-mail on August 13, 2010.

- The forwarding address was given a third time on January 14, 2011 when he served the landlords with a monetary order from the previous hearing.
- To date the landlord has not returned any of his security deposit.

The applicant is therefore requesting an order for return of double his security deposit plus interest and recovery of his filing fee.

The landlord testified that:

- They did not do the required move-in, or move-out inspection reports however one was done verbally on move-in and everything was fine.
- When the tenant vacated they found no note with a forwarding address on the kitchen table.
- They did receive the e-mail on August 13, 2010, but the e-mail is not clear as to whether this was the tenant's forwarding address.
- They did not receive a forwarding address in writing until January 14, 2011 when they were served with orders, from the original hearing, which have now been quashed by review.

Analysis

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

The Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

This tenancy ended on May 31, 2010 and the landlord has admitted that she received a forwarding address in writing by January 14, 2011, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

The landlords right to claim against the security deposit for damages was however extinguished, because she failed to produce the required move-in inspection report, and move-out inspection report, and therefore she should have return the security deposit on or before January 29, 2011.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a deposit of \$900.00 and therefore the landlord must pay \$1800.00, plus interest totaling \$5.02 for a total of \$1805.02.

I also allow the tenants claim for recovery of the \$50.00 filing fee.

Conclusion

I have issued an order of for the respondent to pay \$1855.02 to the applicant.

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: March 01, 2011.

Residential Tenancy Branch