



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants for a return of a security deposit and pet damage deposit, compensation equal to the amount of those deposits due to the Landlord's alleged failure to return them within the time limit required under the Act and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Are the Tenants entitled to the return of their security deposit and pet damage deposit and if so, how much?

Background and Evidence

This tenancy started on July 15, 2001 for a one year fixed term and continued on a month-to-month basis thereafter. The tenancy ended on February 27, 2011 when the Tenants moved out. Rent was \$1,200.00 per month payable in advance on the 1st day of each month. The Tenants paid a security deposit of \$600.00 and a pet damage deposit of \$100.00 at the beginning of the tenancy.

The Landlord said he completed a move in condition inspection report with the Tenants and completed a move out condition inspection report without the Tenants. The Tenants said that neither a move in nor a move out condition inspection report was completed. The Parties agree that the Tenants gave the Landlord's spouse their forwarding address in writing on March 4, 2011 in person. The Parties also agree that the Landlord has not returned the security deposit or pet damage deposit and that the Tenants did not give the Landlord written authorization to keep the deposits.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date he receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit and pet damage deposit or to make an application for dispute resolution to make a claim against them. If the Landlord does not do either one of these things and does not have the Tenant's written authorization to

keep the security deposit or pet damage deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit and pet damage deposit.

I find that the tenancy ended on February 27, 2011 and that the Landlord received the Tenants' forwarding address in writing on March 4, 2011. Consequently, the Landlord had until **March 19, 2011** to either return the Tenants' security deposit and pet damage deposit or to file an application for dispute resolution to make a claim against them. I find that the Landlord did not return the Tenants' security deposit of \$600.00 and pet damage deposit of \$100.00 and did not have the Tenants' written authorization to keep them. I also find that the Landlord did not make an application for dispute resolution to make a claim against the deposits within the time limits required under s. 38(1) of the Act. As a result, I find that pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit (\$1,200.00) and pet damage deposit (\$200.00) to the Tenants.

As the Tenants have been successful in this matter, they are entitled pursuant to s. 72(1) of the Act to recover from the Landlord the \$50.00 filing fee they paid for this proceeding.

Conclusion

A Monetary Order in the amount of **\$1,450.00** has been issued to the Tenants and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that 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 *Residential Tenancy Act*.

Dated: July 27, 2011.

Residential Tenancy Branch