



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## DECISION

Dispute Codes: MNSD & FF

### Introduction:

This hearing dealt with the tenants' application for the return of double their security deposit plus interest. Both parties appeared for the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

### Issue to be Determined:

Are the tenants entitled to the return of double their security deposit plus interest?

### Background and Evidence:

This tenancy began on July 15, 2005 for the monthly rent of \$650.00. The current rent was \$670.00. The tenants paid a security deposit of \$325.00 on June 15, 2005. There was no move in condition inspection report completed but the landlord and tenants did conduct a move out condition inspection on September 7, 2008. The tenancy ended effective September 15, 2008 and the landlord received the tenants' forwarding address on September 19, 2008.

During the move out condition inspection the rental unit was accepted as being in good condition by the landlord and the parties agreed that the charge of \$65.00 would be deducted from the security deposit to satisfy the tenants' obligation to have the carpets cleaned. However, after the condition inspection was completed the landlord wanted to make further deductions from the security deposit which the tenants rejected on September 15, 2008. To the date of this hearing the tenants have not received any portion of their security deposit.

The landlord stated that after the move out condition inspection was completed she discovered other arrears which required attention including cleaning of the stove for \$20.00, replacement of a light bulb for \$5.00, and cleaning and pressing of drapes for \$45.00.

The landlord acknowledged in the hearing that both the carpets and the drapes had been affected during multiple leaks in the rental unit during the tenancy. The tenant rejects the further claims of the landlord on the basis that she agreed during the move out inspection that the rental unit was in acceptable condition. The tenants agree to have the \$5.00 deducted for the replacement of a light bulb since they were provided with the opportunity to replace it.

Analysis:

The landlord is required by the *Act* to conduct move in and move out condition inspection reports with the tenants. Since the landlord failed to conduct the original move in condition inspection she extinguished her right to claim damage against the tenants' security deposit pursuant to section 23 of the *Act*.

Section 38(1) of the *Act* required that the landlord return the tenants' security deposit plus interest within 15 days of the end of the tenancy or to file an application for dispute resolution to retain the tenants' security deposit. The landlord also required the written consent of the tenant to make any deductions from the tenants' security deposit plus interest.

I find that the landlord has failed to comply with section 38 of the *Act*. Pursuant to section 38(6) of the *Act* I find that the landlord must pay the tenants double their security deposit plus interest and I also find that the landlord is to reimburse the tenants' the \$50.00 filling fee paid for this application.

The tenants' security deposit of \$325.00 and I accept that the tenants agreed to deduct \$70.00 from this sum. The remaining balance of \$255.00 doubled is \$510.00. The accumulated interest is \$11.12 plus the \$50.00 filling fee equals the sum of \$571.12.

I find that the tenants' have established a monetary claim for the sum of \$571.12.

Conclusion:

I grant the tenants a monetary Order for the sum of **\$571.12**. This Order may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Dated December 03, 2008.

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Dispute Resolution Officer