



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim, and an application by the tenants for recovery of the security deposit. An agent for the landlord and one of the two tenants participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Are the tenants entitled to recovery of part or all of the security deposit?

Background and Evidence

The tenancy began on February 1, 2008, initially as a six month lease, and then reverting to a month to month tenancy after July 31, 2008. Rent in the amount of \$1000 was payable in advance on the first day of each month. On January 25, 2008, the landlord collected a security deposit from the tenant in the amount of \$500. The landlord and tenants conducted a move-out inspection on December 30, 2008 but the tenants refused to sign the move-out inspection report. The tenants vacated the rental unit on December 31, 2008. After the tenants vacated the landlord conducted cleaning and repairs. The tenants provided their written forwarding address on January 27, 2009. On February 9, 2009 the landlord applied for a monetary order for \$247.28, and an order to retain all or part of the security deposit.

As supporting evidence for their claim, the landlord submitted a document that detailed the items claimed for cleaning and repairs, as follows: \$60 for carpets, \$90 for six hours

of cleaning; \$18 for 20% of the cost of cleaning materials, \$50 for painting, \$17.50 for 35% of the cost of painting materials, and \$11.78 for GST on these amounts, for a total of \$247.28. The landlord also provided photographs of the condition of the rental unit before cleaning and repairs were conducted.

In the hearing, the landlord stated that in addition to the \$247.28, the landlord was claiming the \$500 security deposit because the tenants originally gave notice that they would be moving out on December 15, 2008 but then they did not move until December 31, 2008 and the landlord was unable to re-rent the unit for January 2009.

The response of the tenant was that they vacuumed and cleaned the rental unit before they vacated, and they did not sign the move-out inspection report because they did not agree with the landlord's assessment of damages and they did not consent to the landlord withholding a portion of their security deposit. In regard to lost revenue, the tenant submitted that he never gave notice that they would be moving on December 15, 2008. They paid rent for the full month of December, and they gave a full month's written notice on November 24, 2008 that they would be vacating on December 31, 2008.

Analysis

In regard to the landlord's claim, I am satisfied that the landlord is entitled to the amounts claimed for cleaning and repairs, for a total of \$235.50. The landlord has not provided any evidence to establish that they are required to collect and remit GST from the tenant for these costs, and I therefore dismiss the portion of the landlord's claim for GST.

The landlord did not apply for lost revenue, and did not provide supporting evidence to establish that the tenants had given notice to move on December 15, 2008 rather than December 31, 2008. I therefore decline to award any amount for lost revenue.

The landlord has established a claim for \$235.50 for cleaning and repairs as well as recovery of the \$50 filing fee, for a total claim of \$285.50.

In regard to the tenant's application for double recovery of the security deposit, section

38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the security deposit. In this case, the tenants provided their written forwarding address on January 27, 2009, and the landlord applied within 15 days to retain the security deposit. I therefore find that the tenants are not entitled to double recovery of the security deposit.

Conclusion

I order that the landlord retain \$285.50 from the security deposit in full satisfaction of their claim.

I grant the tenants an order under section 67 for the balance of the security deposit and interest in the amount of \$221.51. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 22, 2009.