



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This matter dealt with an application by the Tenant for the return of his security deposit as well as a monetary order for compensation for damage or loss under the Act or tenancy agreement.

### Issues(s) to be Decided

1. Is the Tenant entitled to the return of his security deposit and if so, how much?

### Background and Evidence

This tenancy started on November 30, 2008 and ended on February 28, 2009. Rent was \$450.00 per month. The Tenant paid a security deposit of \$225.00 at the beginning of the tenancy. The Tenant said he gave the Landlord a number of written demands for payment of his security deposit prior to the end of the tenancy. On March 11, 2009, the Tenant sent the Landlord another written demand for his security deposit and included his forwarding address. The Tenant said he received a cheque dated March 15, 2009 for \$250.00 from the Landlord but the envelope was post marked March 20, 2009.

The Tenant also claimed that the previous tenant of the rental unit had died and none of that tenant's belongings had been removed at the beginning of the tenancy nor had the rental unit been cleaned. The Tenant said he spent approximately 35 hours helping to remove the former tenant's belongings, cleaning the rental unit and making some repairs for which he sought compensation. The Tenant claimed that he was advised by one of his neighbouring tenants that the Landlord would take care of these matters and believed they had contacted the Landlord approximately 4 times. The Tenant said he did not have any contact information for the Landlord to call him directly.

The Landlord argued that he did not receive the Tenant's forwarding address in writing until March 11, 2009. The Landlord admitted that a condition inspection report was not done at the beginning of the tenancy but argued that he never authorized the Tenant to do cleaning and repairs for which he is now claiming compensation. The Landlord claimed that the Tenant had his toll free telephone and fax number since the beginning of the tenancy and should have dealt with him directly on these matters. The Landlord

denied having spoken to the Tenant or anyone else on his behalf about the condition of the rental unit at the beginning of the tenancy.

## Analysis

Section 38(1) of the Act says that a Landlord has 15 days from the later of the end of the tenancy or the date he receives the Tenant's forwarding address in writing to either return the security deposit or to apply for dispute resolution to make a claim against it. Although the Tenant gave the Landlord a number of written demands for payment, I find that the Tenant did not provide his forwarding address in writing until March 11, 2009. Consequently, I find that the Landlord returned the Tenant's security deposit within the required 15 days and the Tenant's claim to recover double that amount under s. 38(6) of the Act is dismissed.

Section 32 of the Act requires a Landlord to provide and maintain a residential property in a state of decoration and repair that complies with health, safety and housing standards required by law and that makes it reasonably suitable for occupation. This means that at the beginning of a tenancy, the Tenant is entitled to a reasonably clean and "vacant" rental unit (unless it is supposed to be furnished). In this case, I find that the Landlord took no steps to ascertain the condition of the rental unit at the beginning of the tenancy even though he knew or should have known about the death of the previous tenant. Consequently, I find that the Landlord is responsible for the removal of items and some of the cleaning performed by the Tenant at the beginning of the tenancy to bring it to a reasonably clean standard.

In support of this part of his claim the Tenant provided a letter from his neighbouring tenant saying that he had to do some cleaning at the beginning of the tenancy. In the absence of more specific evidence such as photographs, a condition inspection report to support a claim for 35 hours of cleaning, I award the Tenant 8 hours at \$20.00 per hour for a total of \$160.00.

In summary, I find that the Tenant has made out a monetary claim as follows:

Security deposit:	\$225.00
Accrued interest:	\$0.29
Cleaning:	<u>\$160.00</u>
Subtotal:	\$385.29
Less: Payment:	<u>(\$250.00)</u>
Balance owing:	\$135.29



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## Conclusion

A monetary order in the amount of **\$135.29** has been issued to the Tenant and a copy of it must be served on the Landlord. If the amount is not paid, 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: June 09, 2009.

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Dispute Resolution Officer