

## **DECISION**

### **Dispute Codes**

MNSD

### **Introduction**

This is an application by the Tenants for a monetary order for return of the security deposit, pet deposit, for cleaning the unit and the filing fee for the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### **Issue(s) to be Decided**

Has there been a breach of Section 38 of the Residential Tenancy Act by the Landlords?

### **Background and Evidence**

The Tenants paid a security deposit of \$575.00 and a pet damage deposit of \$575.00 on March 21, 2009. The Tenants vacated the premises on April 15, 2009.

The Tenants provided the Landlords with a written notice of the forwarding address to return the security deposit to, and did not sign over a portion of the security deposit or the pet deposit.

According to the Tenants they cleaned some mould in a bathtub at the rental unit.

### **Analysis**

There was no evidence to show that the Tenants had agreed, in writing, that the Landlords could retain any portion of the security deposit or pet deposits.

There was also no evidence to show that the Landlords had applied for arbitration, within 15 days of the end of the tenancy or receipt of the forwarding address of the Tenants, to retain a portion of the security or pet deposits.

The Tenants and Landlord inspected the rental unit at the outset of the tenancy. There was no agreement that the Tenants could charge the Landlords for cleaning the mould in the bathtub.

## Conclusion

I find that the Landlords have breached section 38 of the Act. The Landlords are in the business of renting and therefore, have a duty to abide by the laws pertaining to Residential Tenancies. They failed to return or claim against the security deposit and pet deposits, in accordance with the Act. I find that the Landlords are not entitled to retain any portion of the security or pet deposits.

I dismiss the claim of the Tenants for cleaning the bathtub, as there was no agreement that they could charge the Landlords for this, and they inspected the rental unit prior to taking possession.

Having made the above findings, I must Order, pursuant to section 38 and 67 of the Act, that the Landlords pay the Tenants the sum of **\$2,350.00**, comprised of double the pet and security deposits (2 x \$1,150.00) and the \$50.00 fee for filing this Application. (There is no interest payable on deposits in 2009.)

The Tenants are given a formal Order in the above terms and the Landlords must be served with a copy of this Order as soon as possible. Should the Landlords fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court 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: August 18, 2009.

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Dispute Resolution Officer