



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application for return of the security deposit. Both parties appeared at the hearing and were provided an opportunity to be heard.

Issues(s) to be Decided

1. Is the tenant entitled to return of the security deposit, and if so, the amount?
2. Mutual resolution between the parties.

Background and Evidence

The parties provided undisputed testimony that the tenancy commenced January 1, 2009 and the landlord received a \$265.00 security deposit from income assistance on the tenant's behalf. The tenancy ended April 30, 2009 and the landlord re-rented the unit for May 1, 2009.

The tenant was unclear as to whether she had provided the landlord with a forwarding address in writing prior to making this application. The landlord stated the tenant did not provide her with a written forwarding address.

The parties provided disputed testimony with respect to the tenant receiving a copy of the move-in inspection report and whether the landlord provided the tenant with at least two opportunities to participate in a move-out inspection.

The parties were able to reach a mutual resolution during the hearing whereby the landlord requested retention of \$80.00 from the security deposit for cleaning the rental unit and the tenant agreed to an \$80.00 deduction.

The landlord was of the belief she should return the security deposit to income assistance as that is where the funds originated; however, the tenant stated she was responsible for repaying the security deposit to income assistance. The landlord was informed at the hearing that under the *Residential Tenancy Act*, the landlord's obligation is to return a security deposit to the tenant, regardless of who originally paid the amount



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on the tenant's behalf. The issue of repaying the security deposit to income assistance is a matter between the tenant and income assistance.

Analysis

I find insufficient evidence that the tenant had provided the landlord with a forwarding address in writing prior to making this application and I find that the landlord did not violate section 38(1) of the Act. Therefore, at issue is the return of the original amount of the security deposit.

In recognition of the agreement between the parties the landlord is authorized to deduct \$80.00 from the security deposit for cleaning and I provide the tenant with a Monetary Order in the amount of \$185.00. To enforce the Monetary Order, the tenant must serve the landlord with the Monetary Order and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The tenant agreed to a deduction for cleaning of the rental unit and is provided a Monetary Order to serve upon the landlord for the balance of \$185.00.

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 12, 2009.

Dispute Resolution Officer