



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 an application by the tenant for recovery of the balance of her security deposit. The tenant, an advocate for the tenant and an agent for the landlord participated in the teleconference hearing.

Issue(s) to be Decided

Is the tenant entitled to recovery of the balance of the security deposit?

Background and Evidence

The tenancy began on February 15, 2008. The tenant paid a security deposit of \$495 on February 6, 2008. The tenancy ended on April 30, 2009. The tenant provided the landlord with her written forwarding address on that date.

The landlord returned \$250 of the security deposit on or about May 15, 2009 and retained the balance of the security deposit. The landlord did not apply for an order to retain any part of the security deposit. In the hearing, the tenant stated that she agreed with the landlord withholding \$75 for carpet cleaning, but she did not agree or consent to the landlord withholding any further portion of the deposit.

The landlord stated that he told the tenant at the time of the move-in inspection that she would be responsible for cleaning the unit at the end of the tenancy, as set out in the tenancy agreement. The landlord submitted that he therefore ought to be entitled to

retain the balance of the security deposit to cover the costs for cleaning that the tenant did not do.

Analysis

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, if the tenant does not consent in writing to the landlord keeping part or all of the security deposit, the landlord must repay the entire security deposit and applicable interest or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

I find that the tenancy ended on April 30, 2009, and that the tenant provided her forwarding address in writing on that date. I further find that the landlord failed to repay \$245 of the security deposit or make an application to retain that amount within 15 days of receiving the tenant's forwarding address in writing. The tenant is therefore entitled to double \$245, in the amount of \$490, plus the applicable interest of \$6.69 and recovery of the \$50 filing fee for the cost of her application, for a total of \$546.69.

In the hearing, the tenant agreed with the carpet cleaning costs of \$75. I therefore deduct \$75, for a balance of \$471.69.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$471.69. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 9, 2009.