



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the tenant for a monetary order for money owed or compensation for loss or damage under the Act, to Order the landlord to return the security deposit and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on June 16, 2009. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this.

Having heard the evidence of both parties and having given the parties the opportunity to give their evidence orally and to provide written and documentary evidence, and to cross-examine the other party and to make submissions to me,. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the tenant entitled to receive double the security deposit back?
- Is the tenant entitled to compensation for damages or loss and if so, how much?
- Is the tenant entitled to recover her filing fee from the landlord?

Background and Evidence

This tenancy started on October 15, 2003 and ended on February 28, 2008. The tenant paid \$1040.00 in rent and parking each month. This was due on the 1st of each month. The tenant paid a security deposit of \$475.00 on October 15, 2003. The tenant testifies



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that she also paid \$100.00 deposit for a key and a garage opener at \$50.00 each on or about October 15, 2003.

The tenant testifies that when she moved from the rental unit she paid a company to clean the unit. When she returned she found that the job was unsatisfactory and during the move out condition inspection carried out by the landlord she agreed in writing that the landlord could retain the costs of carpet cleaning, drape cleaning and some general cleaning to a sum of \$252.00. The tenant testifies that when she returned her keys to the landlord she was told they did not have a receipt for one of the keys for \$50.00 and therefore would not reimburse this amount to her. The tenant asked the landlord to send a cheque for the remainder and she would collect it from the landlords' agent. The tenant received a cheque for \$283.74 when she called to the office on March 27 or 28, 2008. This cheque was written in the names of both tenants and the tenant asked the landlords agent to make it out to her name. At that time the tenant testifies that she asked if she could go up to her old unit to see if any mail was there for her. When she entered the unit she found that the landlord was in the process of completing renovations to the unit. The carpets had been replaced with wooden flooring and the kitchen was being replaced. The tenant questioned the landlords agent as to why she had to pay for carpet cleaning and general cleaning when these renovations were taking place. The tenant did not accept the deposit cheque due to this and applied for Dispute Resolution.

The landlord testifies that at the time the tenant moved from the rental unit they completed a move out condition inspection and the tenant did agree to the deductions made. The invoice for carpet cleaning shows this to have been completed on March 15, 2008 at a cost of \$65.00. Two further invoices have been submitted dated March 10, 2008. One was for drape cleaning which did not show a final cost but which the landlord testifies was billed at \$55.00 and one for general cleaning at a cost of \$132.00.

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The landlord testifies that this cleaning work was carried out to ensure the rental unit was presentable for any new tenants. However, they found after attempting to re-rent the unit that it would not rent and the landlord made the decision to renovate the property to make it more attractive for prospective tenants. This work was started at the beginning of April and almost completed towards the end of April when the landlord testifies the tenant came to collect her mail, not the end of March as the tenant suggests. The unit was re-rented for May 25, 2008.

Analysis

With regard to the first portion of the tenants claim, I find the tenant did agree in writing on the condition inspection that the landlord could keep a portion of her security deposit to offset the costs of the carpet cleaning, drape cleaning and general cleaning to a sum of \$252.00. I have carefully considered all of the evidence presented and find that the landlord acted in good faith when this work was carried out and due to the difficulties they had in re-renting the suite they made the decision to renovate the property after the work was completed. I understand the tenants' frustration at having to pay for work which seems to have been unnecessary however in the event the unit had rented again in March, 2008 then this work would have been justified.

I find the landlord did make every effort to return the remainder of the tenants' security deposit to her, after arranging with her to collect this from the office, less the agreed deductions and therefore I find that the tenant is not entitled to receive double her security deposit back.

I do find that the tenant is owed some portion of her security deposit to include the \$50.00 deposit she paid for a key which the landlords have lost or misplaced the receipt for. Therefore, I find the tenant is entitled to a Monetary Order for the following amount:



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Security deposits	\$475.00
Key deposits	\$100.00
Accrued Interest	\$3.54
Less amount agreed on for deductions	(-\$252.00)
Total amount due to the tenant	\$343.36

As the tenant has been partially successful with her claim she is entitled to recover half the cost of her filing fee to a sum of \$25.00. This amount will be added to the Monetary Order.

Conclusion

I HEREBY FIND in partial favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$368.36**. The order must be served on the respondent and is enforceable through the Provincial Court 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: September 02, 2009.

Dispute Resolution Officer