



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 an Application for Dispute Resolution by the tenant for the return of the security deposit.

The tenants' agent served the landlords in person on September 17, 2009 with a copy of the Application and Notice of Hearing. The landlords confirmed they had received this documentation.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party and witnesses, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Did the tenant give the landlords her forwarding address in writing?
- Is the tenant entitled to receive double the security deposit back?

Background and Evidence

This Month to month tenancy started on July 01, 2009 and ended on August 31, 2009. The tenant paid a monthly rent of \$775.00 which was due on the 1st of each month. The tenant paid a security deposit of \$387.50 on July 11, 2009. A move in and move out condition inspection was completed with the landlords and tenant. The tenant gave the landlords her forwarding address in writing on August 30, 2009.

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The tenant testifies that she moved from the rental unit and gave the landlords her lawyers name and address as her forwarding address and requested the return of her security deposit. The tenant testifies that she hired three people to help her move from the rental unit and finish the final clean of the unit. The tenant and all three witnesses confirm that the rental unit was left in a good and clean condition at the end of the tenancy.

The landlords claim they had to make some minor repairs and carry out some cleaning of the unit before it could be re-rented to the next tenants. The landlords do not dispute that the tenant did not agree to them keeping all or part of the security deposit and they do not dispute that they did not apply for dispute resolution to keep all or part of the deposit. The landlords claim they had to repair a door and carry out some cleaning to the stove; wipe down the fridge and kitchen; do extra cleaning in the bathroom and wipe down the inside of the closets and doors. They had to wash the light fixtures and replace some bulbs and wipe down the baseboards and heaters. The total cleaning cost was \$212.50. The landlords also claim the tenant did not pay her Hydro bill and owes the landlords the sum of \$105.81 for this cost. The landlords also claim the cost of carpet cleaning to an amount of \$78.75

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of the parties and witnesses. I find the tenant gave the landlords her forwarding address on August 30, 2009. The landlords had fifteen days to either return the tenants security deposit or make an application for dispute resolution to keep it pursuant to s.38 of the *Act*. I find the landlordss did not return the security deposit to the tenant and did not make an application to keep it; therefore, pursuant to s. 38(6)(b) of the *Act* the tenant is entitled to the return of double her security deposit to an amount of \$775.00.

The Residential Tenancy Policy Guidelines #1 state that a tenant is generally responsible for carpet cleaning after residing in a rental unit for a year. As the tenant only resided at the rental unit for less than two months I find she is not responsible for the carpet cleaning. Under the *Residential Tenancy Act* a tenant is responsible to maintain "reasonable health, cleanliness and

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sanitary standards" throughout the premises. Therefore, the landlords might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlords are not entitled to charge the former tenant for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I further find that the tenant did not agree, at the end of the tenancy, that the landlords could retain all or part of her security deposit and the landlords are not entitled to make a claim at this hearing to keep all or part of the deposit even in the event the tenant was reasonable for any extra cleaning. The tenant has agreed at the hearing that the landlords may deduct \$105.81 for her utility bill. This amount will be deducted from the total amount due to the tenant of \$775.00.

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$669.19**. 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: November 09, 2009.

Dispute Resolution Officer