

DECISION

Dispute Codes: MND, MNSD and FF

Introduction

These applications were brought by both the landlord and the tenant.

By application of November 30, 2009, the landlord seeks a Monetary Order for \$168.61 for damages to the rental unit plus recovery of the filing fee for this proceeding and authorization to retain a portion of the security deposit in set off.

By application of August 19, 2009, the tenant seeks return of her security deposit on the grounds that the landlord failed to return it or make application to claim upon it within 15 days of the end of the tenancy.

Issues to be Decided

This matter requires a decision on whether the landlord is entitled to compensation for damage to the rental unit and authorization to retain a portion of the security deposit and whether the tenant is entitled to return of the security deposit.

Background and Evidence

This tenancy began on October 1, 2008 and ended on April 30, 2009. Rent was \$560 per month and the landlord holds a security deposit of \$250 paid on or about October 1, 2008.

The tenant submitted into evidence a copy of a letter to the landlord dated February 28, 2009 giving the landlord notice that she would be vacating the rental unit on April 30, 2009 and providing the landlord with her forwarding address.

At the time of the hearing, the deposit had not been returned.

Analysis

If a tenant has not given written consent to the contrary, Section 38(1) of the *Act* provides that a landlord must, within 15 days of the the latter of the end of the tenancy or receipt of the tenants forwarding address, either return the security deposit or make application for dispute resolution to make claim a claim against it.

Section 38(6) of the *Act* states that if the landlord does not comply with section 38(1), “the landlord must pay the tenant double the amount of the security deposit.”

As the tenancy ended on April 30, 2009 and the landlord did not make application until November 30, 2009, I find that the landlord did not return the deposit within the 15 days required under section 31 of the *Act* and must pay the tenant double.

As to the landlord’s application, he makes claim and I find as follows:

Replace door chime and dryer timer - \$43.16. While the tenant stated no knowledge of these missing items, I accept the evidence of the landlord that they were there at the beginning of the tenancy and we not at its conclusion. The claim is allowed in full.

Discount to new tenant for extra cleaning - \$50. The landlord stated that he was required to give the new tenant a \$50 rent reduction for the first month of the tenancy to do additional cleaning. The tenant stated that she had spent two days cleaning the rental unit and disagreed that further cleaning was needed. I find that \$50 is not an unreasonable amount for detail cleaning that may have remained and allow this claim.

Carpet cleaning - \$50. The tenant concurred with the landlord's claim that she had looked after a dog for a period near the end of the tenancy contrary to the rental agreement. Therefore, I find the need for carpet cleaning is justified and allow the claim.

Mop kitchen floor and treat garbage staining in hallway - \$25. I find that this claim is allowed.

Filing fees - \$50. Having found merit in both applications, I find the parties should remain responsible for their own filing fees.

In assessing the claims of both parties, I find that accounts balance as follows:

Award to tenant		
Return security deposit	\$250.00	

Interest (Oct. 1/08 to date)	0.94	
To double security deposit	<u>250.00</u>	
Sub total	\$500.94	\$500.94
Award to landlord		
Chime and Timer	\$ 43.16	
Cleaning discount	50.00	
Carpet cleaning	50.00	
Kitchen floor & staining	<u>25.00</u>	
Sub total	\$168.16	- 168.16
TOTAL		\$332.78

Conclusion

Thus, I find that the landlord owes to the tenant \$332.78 and the tenant's copy of this decision is accompanied by a Monetary Order in that amount, enforceable through the Provincial Court of British Columbia for service on the landlord..