

DECISION

Dispute Codes: MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of double the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue(s) to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy began on November 01, 2006 and ended on August 31, 2009. Prior to moving in, the tenant paid a deposit of \$330.00. The landlord stated and the tenant agreed that she did not give the landlord her forwarding address in writing. The tenant stated that upon moving out, she met with the landlord on September 04, 2009, to return the keys. She stated that she verbally told the landlord where she had moved to.

The tenant acknowledged that she did not clean the carpet and agreed to a deduction off the security deposit. The landlord stated that after the carpet and other cleaning was done, the costs incurred (\$430.00) were in excess of the damage deposit and she informed the tenant. The tenant did not agree with the landlord and filed a claim for the return of double the security deposit. The landlord also filed evidence to show that she incurred a cost of \$280.00 to clean the carpet and remove the odour of cat urine.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, the tenant failed to provide the landlord with her forwarding address in writing and is therefore not entitled to the return of double the security deposit. However, I find that the landlord now has the tenant's forwarding address and must within 15 days of receipt of this decision, return the security deposit plus the applicable accrued interest with a deduction for the cost of cleaning the carpet.

The landlord currently holds a security deposit of \$330.00 and is obligated under section 38 to return this amount, together with the \$10.27 in interest which has accrued to the date of this judgment. The tenant agreed to cover the cost of cleaning the carpet and therefore owes the landlord \$280.00 for cleaning and deodorizing the carpet. I will use the offsetting provisions of section 72 of the *Act* to grant the tenant a monetary order in the amount of \$60.27 which consists of the security deposit plus accrued interest minus the cost to clean the carpet.

Conclusion

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$60.27**. This order may be filed in the Small Claims Court and enforced 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: January 18, 2010.

Dispute Resolution Officer