



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Tenant for the return of part of her security deposit as well as for compensation for the Landlords' failure to return the deposit within the time limits required under the Act.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of her security deposit and if so, how much?

Background and Evidence

This tenancy started on July 17, 2007 and ended on September 30, 2009 when the Tenant moved out. The Tenant paid a security deposit of \$335.00 at the beginning of the tenancy.

The Parties participated in a move out condition inspection on September 30, 2009 at which time the Tenant gave the Landlords her forwarding address in writing and authorized the deduction of \$84.00 from her security deposit for carpet cleaning. The Tenant said the carpets were not cleaned at the end of the tenancy but rather they were removed and replaced. The Tenant also said that she received a cheque dated October 16, 2009 in the amount of \$258.37 from the Landlords some time after October 16, 2009. The Landlords said that they submitted a request for the return of the Tenant's security deposit on or about October 7, 2009 but due to an administrative error, it was not sent to the Tenant on time.

Analysis

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against it. If the Landlord does not do either one of these things and does not have the Tenant's written authorization to keep the security deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit.



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I find that the Landlords received the Tenant's forwarding address in writing on September 30, 2009 but only returned a portion of her security deposit sometime after October 16, 2009. I also find that while the Landlords had the Tenant's written authorization to keep \$84.00 of the security deposit for carpet cleaning expenses, the Landlords did not incur carpet cleaning expenses. As a result, I find pursuant to s. 38(6) of the Act, that the Landlords must pay the Tenant compensation equivalent to the amount of the security deposit as well as the amount deducted for carpet cleaning expenses and accrued interest of \$7.37 (on the original amount).

The Tenant is entitled to a monetary order as follows:

Double Security deposit:	\$670.00
Accrued Interest:	<u>\$7.37</u>
Subtotal:	\$677.37
Less: Payment:	<u>(\$258.37)</u>
Balance Owing:	\$419.00

Conclusion

A monetary order in the amount of **\$419.00** has been issued to the Tenant and a copy of it must be served on the Landlords. If the amount is not paid by the Landlords, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 15, 2010.

Dispute Resolution Officer