

Decision

Dispute Codes: MNDC, FF

Introduction

This hearing dealt with an application by the tenant for double the return of the security deposit, in addition to recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to either or both of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on July 1, 2008. By the end of tenancy, rent in the amount of \$710.00 was payable in advance on the first day of each month. A security deposit of \$345.00 was collected on June 6, 2008. A move-in condition inspection and report were completed on June 27, 2008.

By letter dated September 1, 2009, the tenant gave notice to end tenancy effective September 30, 2009. A move-out condition inspection and report were completed on September 30, 2009. New renters were found for the unit effective October 1, 2009.

Despite the tenant's having undertaken to clean the carpets himself at the end of tenancy, the landlord hired a professional carpet cleaner. The professional carpet cleaner found that an excessive amount of moisture had been left in the carpets by the tenant. As a result, the landlord employed a dehumidifier over a period of three days after the tenant vacated the unit. Thereafter, the landlord withheld costs of \$185.00 from the tenant's security and mailed cheque payment to the tenant for the balance in the amount of \$160.00 (\$345.00 - \$185.00).

Even while both parties participated in the move-out condition inspection, the landlord failed to obtain the tenant's written consent to withhold any portion of the security

deposit by way of the tenant's signature on the move-out condition inspection report. Further, the landlord did not apply to withhold any portion of the security deposit by way of filing an application for dispute resolution within 15 days after the end of tenancy.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. It was acknowledged that both parties had committed oversights in the management of the tenancy. While the landlord's oversights are described above, the tenant failed to give proper notice to the landlord of his intent to end the tenancy.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

For information, the attention of the parties is specifically drawn to the following sections of the Act and the Residential Tenancy Policy Guidelines:

Section 45: Tenant's notice

Section 37: Leaving the rental unit at the end of a tenancy

Section 38: Return of security deposit and pet damage deposit

Residential Tenancy Policy Guidleline #1: Landlord & Tenant – Responsibility for Residential Premises (note: CARPETS).

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the landlord will mail cheque payment to the tenant in the full amount of **\$185.00**;

- that the above payment will be put into the mail by no later than **midnight, Friday, April 16, 2010;**
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

I hereby order the landlord to comply with the terms of the agreement reached between the parties, as above.

DATE: April 12, 2010

Dispute Resolution Officer