



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order in the amount of \$256.14 and the applicant is also requesting that the respondent's bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- She originally paid a security deposit of \$625.00.
- She did not agree to any deductions from the security deposit however the landlords only returned \$496.93.

The applicant is therefore requesting an order that the landlord be required to pay double the amount of the security deposit that was not returned, plus her filing fee.

The respondent's testified that:

- In the tenancy agreement the tenant had agreed to have the carpets and drapes professionally cleaned at the end of the tenancy and she failed to do so.
- They therefore had the carpets and drapes cleaned and deducted that amount from the security deposit.
- The inspection report clearly states that the curtains and drapes were in need of cleaning, and the tenants signed the moveout inspection report where it states that she agreed that the report fairly represents the condition of the rental unit.

They therefore believe they had the right to withhold a portion of the security deposit to cover these costs.

Analysis

The landlord has not returned the tenants full security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

The landlords testified that because the tenants signed a section of the moveout inspection report that said she agreed that the report fairly represented the condition of the unit, that they could deduct the costs of cleaning the drapes and carpets from the security deposit, however that is not the case. The tenant never signed the section of the moveout inspection report authorizing a deduction from the security deposit.

If the tenant does not agree in writing to allow the landlord to keep the security deposit or a portion thereof, the landlord must either return the deposit or apply for dispute resolution to keep the deposit or a portion thereof.



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Further, the Residential Tenancy Act states that, if the landlord does not either return the security deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

This tenancy ended on April 30, 2010 and the landlord had a forwarding address in writing by April 27, 2010 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore, the landlord must pay double the amount of the portion of the security deposit that they did not return, to the tenant.

The landlords withheld \$128.07, and therefore they must pay \$256.14 to the tenant. I further order that the landlords bear the \$50.00 cost of the filing fee which the tenant paid for dispute resolution.

Conclusion

I have issued an order for the respondent's to pay \$306.14 to the applicant.

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: October 05, 2010.

Dispute Resolution Officer