

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application by the Tenant for a monetary order for the return of the security deposit and the recovery of the filing fee.

Both parties attended and gave affirmed testimony. The Tenant had a friend attend to assist in giving affirmed testimony by translating the Korean language.

### Issues(s) to be Decided

Is the Tenant entitled to a monetary order for the return of the security deposit?

### Background and Evidence

This tenancy began on August 24, 2009 and ended on July 31, 2010 on a signed tenancy agreement. Both parties state that there is one, but declined to provide a copy into evidence. The monthly rent was \$1,800.00 payable by the 24th of each month and a security deposit of \$900.00 was paid on August 24, 2010. The Tenant had the permission of the Landlord to keep possession and move out on August 31, 2010 and held the rental unit for an additional 8 days. According to the Tenant's evidence, the Landlord charged her for 14 days at \$60.00 per day, totalling \$840.00. The Landlord then returned \$60.00 by way of a cheque to the Tenant on August 12, 2010. The Tenant states that at the end of tenancy a move-out inspection was done where the Landlord required that the Tenant clean the house, perform carpet cleaning and repair scratches/holes on the walls. The Tenant agreed to this and completed these tasks on August 6, 2010. The Landlord agrees that all of these tasks were completed properly. The Tenant provided to the Landlord her forwarding address in writing on August 6, 2010 to await the return of the security deposit. The Landlord agrees and confirms this. The Tenant states that she should only be charged for the agreed 8 days of July 24 -31,

2010. \$60.00 @ 8 days = \$480.00. The \$900.00 security deposit minus \$480.00 equals the return of \$420.00.

### Analysis

The Landlord did not have the permission of the Tenant to charge her rent for the additional 6 days. The Landlord did not file an application for dispute resolution to a DRO with permission to keep the difference between the two amounts. I am satisfied that the Tenant is entitled to the outstanding amount of \$360.00, not including the \$60.00 cheque already issued by the Landlord. The Tenant is also entitled to recovery of the \$50.00 filing fee. I order the return of the outstanding amount of \$360.00 to the Tenant.

I grant the Tenant an order under section 67 for the balance due of \$410.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Tenant is granted a monetary order for \$410.00.

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: November 22, 2010.

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Dispute Resolution Officer