



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, MND, MNDC, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

The Tenants filed for the return of double their security deposit, and to recover the filing fee for the Application.

The Landlord applied for monetary orders for damage to the rental unit, to keep all or part of the security deposit, for money owed or compensation under the Act or tenancy agreement, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Are the Tenants entitled to double the security deposit?

Is the Landlord entitled to the monetary relief sought?

### Background and Evidence

This tenancy began on May 1, 2010. On April 11, 2010, the Tenants paid the Landlord a security deposit of \$538.50.

The Tenants brought a pet into the rental unit, which was not allowed under the terms of the tenancy agreement. The Landlord requested the Tenants give their notice to end

the tenancy or to remove the pet. The Tenants gave their Notice to End Tenancy to be effective on June 30, 2010.

The Tenant who appeared at the hearing did not recall when she supplied the Landlord with the forwarding address to return the security deposit to the Tenants. She testified she thought it might have been written on the outgoing condition inspection report performed by the parties. The Tenant testified that she sent the Landlord their hearing documents by registered mail, sent on August 26, 2010.

The Agent for the Landlord testified that the Landlord did not receive the Application for Dispute Resolution or Notice of Hearing from the Tenants in their hearing package, which was received on August 27, 2010. The Agent testified that the envelope only contained a cover letter with the Tenants' forwarding address and a few other pages. The Agent testified that this was the first instance where they had the Tenants' complete forwarding address. The Agent testified she filled in this address on the condition inspection report prior to providing it in evidence. The Landlord then filed the Application on September 8, 2010.

The Landlord is claiming that the Tenants did not perform a professional carpet cleaning, did not clean the curtains, and that they were required to pay liquidated damages under the tenancy agreement.

The Tenants dispute the claim for liquidated damages and allege they never consented to this amount being withheld. The appearing Tenant agreed that the carpets were not cleaned when they vacated the rental unit.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

I find the Tenants had insufficient evidence to prove the Landlord received their forwarding address prior to August 27, 2010. Since the Landlord filed an Application to retain the security deposit on September 8, 2010, the Landlord had filed within the required 15 days in section 38 of the Act. Therefore, I find the Tenants are not entitled to the return of double their security deposit.

I further find that it was a term of the tenancy agreement, which was agreed to by the Tenants by their signatures and initials, that the Landlord was entitled to liquidated damages of \$300.00 if the Tenants vacated the rental unit within five months of the date

of occupancy. The Tenants vacated due to their own breach of the tenancy agreement within that five month period. Therefore, the Tenants must pay the Landlord liquidated damages of \$300.00, as described in the tenancy agreement.

I find the Tenants failed to clean the carpets and curtains as required by the tenancy agreement, and therefore, the Tenants must pay the Landlord \$175.10 for this.

As both parties made an Application, I find that the filing fees are set off against each other. Therefore, I find the Landlord has established a total claim of **\$475.10**. I order that the Landlord retain this amount from the deposit of \$538.50 in full satisfaction of the claim.

The Tenants are granted an order under section 67 for the balance due of **\$63.40**. This order may be filed in the Provincial Court (Small Claims) 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: December 17, 2010.

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Dispute Resolution Officer