



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call to deal with the tenant's application for double recovery of the security deposit.

The parties both attended, gave affirmed testimony, and were given the opportunity to cross examine each other on their evidence. All information and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

This month-to-month tenancy began on July 1, 2008 and ended on August 1, 2010. Rent in the amount of \$850.00 per month was payable in advance on the 1st day of each month, and there are no rental arrears. In June, 2008 the landlord collected a security deposit from the tenant in the amount of \$425.00.

The tenant testified that the day before he moved out, the landlord and his wife looked at the suite and said it looked fine, but no move-in or move-out condition inspection report was completed. The landlord and his wife were going on vacation for 2 weeks the next day and told the tenant to drop off the keys and the tenant's forwarding address in the mailbox if their son wasn't home when the tenant vacated the rental unit. The tenant went to the landlord's home, their son was not there, so the tenant placed his forwarding address and the keys into the landlord's mail box. The tenant then waited an extra week after the landlords were to return from their vacation and called. He spoke to the landlord's wife who stated there were concerns and told the tenant he would have to talk to her husband. When the parties spoke, the landlord said that the new tenants' socks got dirty from unclean carpets and the new tenants wanted \$15.00 per hour for 8 hours to clean the unit and the cost for renting a carpet cleaner. The landlord stated he was going to deduct those amounts from the security deposit.

The landlord did not return any portion of the security deposit to the tenant. Further, the tenant provided a receipt showing that he tenant hired a professional carpet cleaner on August 1, 2010 and paid \$99.68 for that service.

The landlord testified that the parties did a walk-through of the rental unit before the tenant vacated and the parties discussed some burn damage to the counter tops. When he returned from vacation he got a quote to replace the counter tops for \$1,200.00, which is almost 3 times more than the security deposit held by the landlord. The landlord did not apply for dispute resolution to retain any portion of the security deposit.

Analysis

The *Residential Tenancy Act* states that if the landlord fails to complete a move-in condition inspection report or a move-out condition inspection report, the right to claim against the security deposit for damages is extinguished.

The *Act* also states that if the landlord fails to return the security deposit or apply for dispute resolution within 15 days of the later of the date the landlord receives the tenant's forwarding address in writing or the date the tenancy ends, the landlord must return double the amount of the security deposit.

I find that the tenancy ended on August 1, 2010 and the tenant provided his forwarding address as instructed by the landlord the same day. The landlord has not applied for dispute resolution and has not returned the security deposit to the tenant. Therefore, the tenant is entitled to double return of that deposit.

Conclusion

I find that the tenant has established a claim for the security deposit of \$425.00, accrued interest of \$3.22, and double the base amount of the security deposit in the amount of \$850.00, for a total of \$853.22. The tenant is also entitled to recover the \$50.00 filing fee for this application. I grant the tenant an order under section 67 for the balance due of \$903.22. This order may be filed in the Small Claims Court 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: January 06, 2011.

Residential Tenancy Branch