



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the tenants for return of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy began May 1, 2007 with monthly rent of \$660.00 and the tenants paid a \$330.00 security deposit.

The tenant testified that when they vacated the rental unit it had been thoroughly cleaned and the carpets professionally cleaned. The tenant indicated that much of the landlord's testimony was false. The tenant in this application is seeking compensation in the amount of \$185.00 for return of the security deposit.

The landlord testified that the tenant had cancelled the initial move-out inspection and did not attend the second and final opportunity for inspection. The landlord stated that the tenants left the rental unit very dirty and that the bedroom occupied by the tenant's children stank of urine as the children had been urinating on the floor. The landlord hired professional cleaners to clean the carpets in the children's bedroom and paid cleaners for six hours to clean the rental unit.

The landlord has submitted into evidence a copy of the move-out inspection report that has been signed by both parties however this report does not reflect an agreed to deduction for cleaning. The landlord has not made application through this office to retain any or all of the security deposit for cleaning or damages to the rental unit.

### Analysis

Based on the documentary evidence and testimony of the parties I find that the tenant is entitled to compensation for return of the security deposit. The landlord per Section 38 of the *Act* did not have an agreement in writing with the tenant to retain an amount from the security deposit or make application through this office to claim against the security deposit.

I find that the tenant has established a claim for \$185.00 in return of the security deposit.

The tenant is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the tenant has established a monetary claim for **\$185.00**. The tenant is also entitled to recovery of the \$50.00 filing fee.

A monetary order in the amount of **\$235.00** has been issued to the tenant and a copy of it must be served on the landlord. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: April 12, 2010

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Residential Tenancy Branch