



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MNDC, FF
 MNSD

Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the landlord is to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. The application by the tenant is for return of the security deposit. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

The landlord testified that the tenant gave notice on September 1, 2010 to vacate October 1, 2010 and the landlord agreeable with the tenant vacating on October 1, 2010. The landlord stated that the tenant's rent cheques came directly to the landlord from the ministry and the landlord received the October 2010 rent on September 23, 2010. The landlord stated that the tenant then asked the landlord to cash the cheque for him as it would take too long for the ministry to issue a new cheque for October if this one was returned back to them.

The landlord stated that they deposited the September 23, 2010 rent cheque but that on October 1, 2010 they gave the tenant back the \$700.00 rent in cash. The landlord stated that the tenant did not vacate the rental unit on September 30, 2010 and over-held the rental unit until October 4, 2010. The landlord stated that the tenants did not clean the fridge, stove, oven or the carpets at the end of the tenancy.

The landlord's witness testified that she had returned the \$700.00 rent to the tenants on October 1, 2010. The landlord's witness stated that the fridge, stove and oven had to be cleaned but the rest of the suite was okay. The landlord's witness and landlord acknowledge that move-in and move-out condition inspections were not completed for this tenancy.

The landlord acknowledged that the tenant's forwarding address was received on or around October 25, 2010. The landlord on October 25, 2010 sent the tenant a statement outlining the costs due to the landlord and that there was an outstanding balance of \$480.00. The landlord stated that the suite was not re-rented until December 1, 2010.

The landlord is claiming \$700.00 rent for the tenant over-holding, \$50.00 for suite cleaning and \$80.00 for carpet cleaning for a total claim of \$830.00.

The tenant stated that he had over-held the rental unit as the landlord had not returned his October rent until October 4, 2010. The tenant testified that he sent the landlord his forwarding address in writing in early October 2010 but that the landlord did not return his security deposit or make a claim against the security deposit within 15 days as required by section 38 of the Act. The tenant stated that he had cleaned the rental unit and that he had not used the oven during his tenancy, the tenant did not comment on the cleanliness of the fridge or stove. The tenant stated that he did not clean the carpet as he had no time to when he vacated.

The tenant in this application is seeking \$700.00 compensation in return of double the security deposit.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of double the security deposit. The landlord was provided the tenant's forward address in October 2010 but did not return the security deposit or make an application to claim against the security deposit until May 2011.

I find that the tenant has established a claim for \$700.00 in return of double the security deposit.

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for loss of rent for October 2010 and cleaning costs. The tenant over-held the rental unit until October 4, 2010 but did not pay rent for the month of October. The tenant in this hearing did not contend that the fridge and stove were thoroughly cleaned and admitted that the carpet had not been cleaned therefore the landlord is entitled to \$130.00 in cleaning costs.

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

The tenant had been awarded \$700.00 in return of double the security deposit and the landlord has been awarded \$880.00 in loss, cleaning costs and recovery of the filing fee. These amounts off-set each other resulting in a balance of \$180.00 due to the landlord and the landlord will be issued a monetary order for this \$180.00.

Conclusion

A monetary order in the amount of **\$180.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, 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: June 9, 2011.

Residential Tenancy Branch