



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of double her security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to an award of double her security deposit?

Background and Evidence

The parties agreed that the tenancy began on August 1, 2010 at which time the tenant paid a \$400.00 security deposit and ended on December 15, 2010, at which time the tenant provided the landlord with her forwarding address in writing. On the last day of the tenancy, the parties conducted a condition inspection of the unit and generated a report on which the tenant gave her signed agreement to a deduction from her security deposit for "steam cleaning & walls". The parties agreed that they did not indicate an amount to be deducted as they were not sure what those charges would be.

The tenant testified and the landlord acknowledged that after the tenant had signed the report, the landlord added "& locks" to the report. The tenant stated that she did not agree to pay for a change of locks while the landlord claimed that locks were part of their discussion.

The tenant disputed the amount charged for carpet cleaning as she had resided in one room and the invoice indicated that two rooms had been cleaned. The tenant testified that there was damage to the walls in her room which would require repair and she agreed to permit the landlord to deduct the cost of those repairs, but the invoice provided by the landlord was for cleaning supplies rather than for wall repair. The landlord testified that the carpet cleaning company had a two room minimum, so she had no choice but to pay for the cleaning of two rooms. The landlord further testified that she had planned to repair the walls but discovered that the cost of repairing them in

December would have been exorbitant and therefore she decided just to clean the walls at the tenant's expense and arrange for repairs at a future date at her own expense.

The parties agreed that the landlord sent the tenant a cheque for \$170.98 which was dated January 1, 2011. The tenant has not yet attempted to negotiate this cheque.

Analysis

Although the parties did not specify an amount to be deducted from the security deposit, I find that the tenant's written agreement that the landlord could make deductions entitled the landlord to make reasonable deductions. The tenant's actions are equivalent to signing a blank cheque. However, given the landlord's statutory obligations, the landlord was required to limit the deductions to what had been agreed upon by the tenant.

I find insufficient evidence to show that the tenant had agreed to a deduction for the cost of changing locks. I find that the tenant agreed to deduct the cost of carpet cleaning and I find it more likely than not that had the tenant arranged for carpet cleaning herself, she too would have had to pay a two room minimum charge. I find that the \$101.92 charge for cleaning carpets was agreed to by the tenant and could legitimately be deducted from the security deposit.

Although the landlord chose not to repair the walls, I find it reasonable that the landlord make deductions for cleaning supplies. Presumably some cleaning would have been required during the wall repair and I find the charge to be reasonable. I find that the \$20.70 charge for cleaning supplies was legitimately deducted from the security deposit.

The landlord was entitled to withhold \$122.62 from the security deposit and was obligated to return the balance of \$277.38 to the tenant within 15 days of the end of the tenancy. I find that the landlord failed to return this sum within 15 days and therefore, pursuant to section 38(6) of the Act, must return double that amount to the tenant. I grant the tenant a monetary order under section 67 for \$554.76. 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 awarded \$554.76.

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 1, 2011

Residential Tenancy Branch