

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- authorization to obtain a return of a portion of his security deposit pursuant to section 38; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord confirmed that on May 26, 2011 she received a copy of the tenant's dispute resolution hearing package sent by registered mail. I am satisfied that the tenant served this package in accordance with the *Act*. I am also satisfied that the landlord provided written evidence to the tenant by registered mail.

Issues(s) to be Decided

Is the tenant entitled to a monetary award requiring the landlord to return an additional portion of the tenant's security deposit? Is the tenant entitled to recover his filing fee for this application from the landlord?

Background and Evidence

This periodic tenancy commenced on July 1, 2003. By the time the tenant vacated the rental unit on April 30, 2011, monthly rent was set at \$1,335.00. The landlord received a security deposit from the tenant of \$562.50 on June 6, 2003.

In the joint move-out condition inspection report of April 30, 2011, the landlord included a Security Deposit Statement, noting that \$19.92 in Accrued Interest had been added to the tenant's original \$562.50 Security Deposit. This resulted in a Total Value for the retained Security Deposit of \$582.42.

In the move-out condition inspection report, the landlord outlined a number of areas of the rental unit that required cleaning. These items resulted in \$247.25 being deducted on the Security Deposit Statement for Suite Cleaning, plus an unknown amount to "remove furniture left behind." In the final Statement provided to the tenant, the landlord deducted \$120.00 to "Remove Stuff left behind". This resulted in a total deduction from the value of the retained Security Deposit of \$367.25. The tenant signed the Security Deposit Statement, noting that he agreed with the amounts deducted from his Security

Deposit. The Balance Due Tenant on this Security Deposit Statement was \$215.17, which the landlord subsequently returned to the tenant by mail postmarked on May 2, 2011. The tenant said that he did not receive the cheque until May 19, 2011.

The tenant applied for a monetary award of \$354.83. The only written evidence that the tenant provided was the following statement on his application for dispute resolution:

Landlord altered condition report after I signed it. I was not in agreement for landlord to subtract any money from security deposit.

At the hearing, the tenant said that he never authorized the landlord to deduct anything from his security deposit. He also maintained that \$80.00 that he spent to have drapes/curtains cleaned should also have been returned to him. He said that this amount should have been added to his security deposit and that this should have resulted in a credit of \$700.00. He testified that he should have received more than \$200.00 from the \$700.00 credit that he had provided to the landlord. He also objected to the time it took to obtain a return of his security deposit from the landlord. He claimed that he was told that the landlord would give this deposit to him, but later learned that she had mailed it to him.

The tenant confirmed that he did sign the Security Deposit Statement, but he said that he was told to sign it by the landlord and did not read it. He also confirmed that the landlord outlined each of the itemized Suite Cleaning costs on the move out condition inspection report that he signed that resulted in the \$247.25 in costs for this item. He agreed with the landlord's oral testimony that she told him at the move out inspection that the cost to remove his belongings would be between \$100.00 and \$120.00. The landlord testified that he agreed to the unknown amount to remove his furniture when he signed the Security Deposit Statement and that she added \$120.00 to the deductions from his security deposit when she discovered the cost of removing his belongings from the suite was \$120.00. The landlord provided written evidence to support each of the deductions made from his security deposit.

Analysis

Section 38(4)(a) of the *Act* allows a landlord to retain an amount from a security or pet damage deposit if "at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant." I find that the tenant signed the Security Deposit Statement during his joint move-out condition inspection. He provided written authorization to allow the landlord to make deductions from his security deposit. I find that the tenant knew that the landlord was intending to make an additional deduction to remove his furniture which was within the range they discussed

and he agreed to at the move out inspection. I find no basis to the tenant's claim that the landlord failed to return the proper amount of his security deposit.

I find that the tenant was responsible for cleaning his rental suite at the end of this tenancy. I find that this cleaning would include his responsibility for cleaning curtains or drapes. The tenant is responsible for the \$80.00 he said that he spent to do so.

The landlord has 15 days after the end of a tenancy or after the tenant's provision of his forwarding address in writing to return the agreed upon portion of the tenant's security deposit to the tenant. The tenant testified that the postmarked date on the letter he received from the landlord returning his security deposit was May 2, 2011. While it is unfortunate that he did not receive this letter until May 19, 2011, I find that the landlord is not responsible for any delays that may have occurred with the postal service over this period. I find that the landlord sent the cheque in ample time to comply with the 15-day time limit for returning the tenant's security deposit.

For the reasons outlined above, I dismiss the tenant's application without leave to reapply as he has not demonstrated that the landlord failed to return the correct value of his security deposit. As the tenant was unsuccessful in his application, he bears responsibility for his filing fee for this application.

Conclusion

I dismiss the tenant's application without leave to reapply. I make no order regarding the tenant's filing fee for this application.

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*.