



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38;
2. A Monetary Order for compensation – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Are the Tenants entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on December 1, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$497.50 and a key deposit of \$150.00. A move-in inspection was conducted on December 5, 2010. The Tenants provided their forwarding address on December 4, 2011.

The Tenants state that they moved out of the unit on December 1, 2011. The Landlord states that the Tenants moved out on December 4, 2011. The Tenants state that a move-out inspection was conducted on December 4, 2011 with the Assistant Manager and that the Tenants agreed that the Landlord could withhold \$220.00 from the security deposit for the following items: \$100.00 for cleaning the unit; \$95.20 for carpet

cleaning; \$25.00 for window cover cleaning. The Tenants state that these amounts were on the move-out inspection form and that the Tenants initialled these amounts in agreement for the deduction. The Tenants state that they did not receive a copy of the move-out inspection report until January 2012 and that additional amounts were now on the deductions from the security deposit.

The Landlord states that the Tenants were responsible for other deductions from the security deposit such as damage to a closet door and that these amounts were listed on the deductions from the security deposit. The Landlord states that the Tenants only initialled the amounts agreed to as the Tenants had earlier informed the Landlord that they disputed the damages, in particular the damages to the door. The Landlord confirmed that an application for dispute resolution was never made by the Landlord to claim any of the other charges against the security deposit.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord failed to make an application for dispute resolution claiming against the security deposit, and failed to return the security deposit within 15 days of receipt of the Tenant's forwarding address, I find that the Landlord is required to pay the Tenants double the security deposit in the amount of **\$995.00**. Given the undisputed evidence of the Parties, I find that the Tenants are entitled to return of the key deposit of **\$150.00**. I further find that the Tenants are entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,195.00**. Given the undisputed evidence of the Parties that there was an agreement for the amount of **\$220.20** to be deducted from the security deposit, I reduce the entitlement by this amount for a final amount owed to the Tenants of **\$974.80**. Given the dispute by the Parties over the remaining amounts, I find that the

Landlord has not substantiated on a balance of probabilities that the Tenants agreed to any further deductions. I order the Landlord to return \$974.80 to the Tenants forthwith.

Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$974.80**. If necessary, 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 Act.

Dated: March 26, 2012.

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Residential Tenancy Branch