



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the tenant for recovery of a portion of her security deposit. The landlord and the tenant both participated in the teleconference hearing.

### Issue(s) to be Decided

Is the tenant entitled to recovery of the balance of her security deposit?

### Background and Evidence

The tenancy began on January 15, 2011. At the outset of the tenancy, the tenant paid a security deposit of \$445 and a pet deposit of \$445. The landlord and the tenant carried out a move-out inspection on November 27, 2012, and the tenant provided her forwarding address in writing on that date. The tenancy ended on November 30, 2011.

### *Tenant's Evidence*

On November 27, 2011 the tenant did a walk-through with the landlord's agent, and the agent told the tenant that she must professionally clean the carpets. The tenant told the agent that she would clean the carpets. The landlord then told the tenant that they would probably replace the carpet. The landlord then deducted \$277.74 from the security deposit for the cost of carpet cleaning. The tenant did not agree in writing that the landlord could keep any part of the security or pet deposits.

### *Landlord's Response*

The landlord's policy is that tenants have to have carpets cleaned when they have pets. The landlord determined that the carpets were not in need of replacement.

### Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double any amount of the security deposit that has been withheld without consent.

In this case, the tenant gave her written forwarding address on November 27, 2011, and the tenancy ended on November 30, 2011. The landlord has failed to repay \$277.74 of the security deposit or make an application for dispute resolution to retain that amount. I therefore find that the tenant has established a claim for double the balance of the security deposit, in the amount of \$555.48

The tenant is also entitled to recover the \$50 filing fee for this application.

### Conclusion

I grant the tenant an order under section 67 for the balance due of \$605.48. 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 *Residential Tenancy Act*.

Dated: March 16, 2012.

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Residential Tenancy Branch