



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing originally convened on April 25, 2012 to deal with an application by the tenant for double recovery of the security deposit. At the outset of the hearing, the landlord stated that they had not received the tenant's application until April 20, 2012. The landlord also stated that they intended to file their own application. I therefore determined it was appropriate to adjourn the hearing.

The hearing reconvened on May 18, 2012 to deal with the tenant's application and the landlord's application to keep the security deposit in compensation of a monetary claim.

At the outset of the reconvened hearing, each party confirmed that they had received the other party's evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?
Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on January 23, 2011. At the outset of the hearing, the tenant paid a security deposit of \$1200. The tenancy ended on February 28, 2012. The tenant first gave the landlord his written forwarding address with his notice to vacate on January 6, 2012, and he provided his written forwarding address a second time on March 15, 2012. On April 4, 2012 the landlord returned \$900 of the security deposit to the tenant. The landlord applied to keep the security deposit on April 27, 2012. Both parties agreed that the tenant had left some junk at the rental property when they vacated.

Tenant's Evidence

The tenant left some garbage behind in the backyard and garage because he could not afford to have someone remove it. The tenant later arranged for a friend to help him move the garbage, but his friend would not be able to help him until April. The tenant did not agree to the landlord's deduction of \$300 from the security deposit. Furthermore, the tenant disputed the landlord's claim for \$300 to remove the garbage, because the tenant was going to have it done for free.

Landlord's Evidence

The tenant left behind a substantial amount of garbage, including a microwave, four mattresses, a couch, tables, shelving and various other items. The landlord gave the tenant time to remove the junk, but by April 10, 2012 it was still there, so the landlord paid \$300 to have all of the junk removed.

Analysis

Security Deposit

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 the base amount of the security deposit.

In this case, the tenant provided forwarding address in writing on January 6, 2012 and the tenancy ended on February 28, 2012. The landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of the end of tenancy. I therefore find that the tenant is entitled to double the security deposit, in the amount of \$2400, less \$900 that the landlord has paid the tenant, for a balance of \$1500.

Landlord's Monetary Claim

I find that the landlord is entitled to \$300 for the cost of removing the garbage that the tenant left behind. The tenant acknowledged that he left items behind. Tenants are responsible for leaving the rental unit and property clean at the end of the tenancy, or the tenant may be liable for costs that the landlord incurs to clean or repair. Given the volume of garbage that the tenant left behind, I find that the amount of \$300 for garbage removal is reasonable.

As the landlord's monetary claim was successful, I find they are entitled to recovery of their \$50 filing fee for the cost of their application.

Conclusion

The tenant is entitled to \$1500. The landlord is entitled to \$350. I grant the tenant an order under section 67 for the balance due of \$1150. 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: June 7, 2012.

Residential Tenancy Branch