



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MND, MNDC, FF.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of cleaning, eviction services and the filing fee. The tenant applied for a monetary order for the return of double his security deposit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order? Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on November 01, 2007 and ended when the landlord served the tenant with an order of possession. The monthly rent was \$900.00 due on the first of the month. The tenant paid a security deposit of \$405.00.

The parties had attended a hearing by conference call on March 05, 2012, to address an application by the landlord for an order of possession and a monetary order for unpaid rent. The landlord was successful in her application and was granted an order of possession and a monetary order in the amount of \$1,015.00. The landlord served the tenant with the order of possession on March 09, 2012, but the tenant failed to comply. The landlord stated that she was forced to enforce the order and use the services of a company that specializes in evictions. The landlord is claiming the cost incurred to enforce the order of possession.

The landlord stated that a move out inspection was conducted and discrepancies in the condition of the suite were noted. The tenant stated that he refused to sign the report because while he agreed with the discrepancies on the report, he did not agree with the monetary amount that the landlord was charging him for cleaning.

The tenant stated that he provided the landlord with his forwarding address in writing on April 15, 2012 and did not receive his security deposit. The landlord could not recall the date that she received the forwarding address in writing, but stated that since the tenant owed the landlord \$1,015.00, she did not return his security deposit. The landlord made an application to retain the deposit on May 15, 2012. The tenant has applied for the return of double the security deposit.

The landlord is claiming the cost of cleaning the blinds, carpet and general suite cleaning and has provided photographs, invoices and the move out inspection report to support her claim.

The landlord is claiming the following:

1.	Carpet cleaning	\$56.00
3.	General suite cleaning	\$89.60
4.	Eviction services	\$895.00
5.	Filing fee	\$50.00
	Total	\$1,146.60

Analysis

Landlord's application:

Based on the photographs and invoices filed by the landlord, I find that she has proven her claim for the cost of cleaning the carpet, blinds and general cleaning.

I further find that the tenant did not comply with the order of possession and therefore the landlord incurred an additional expense to enforce the order. The landlord has filed a copy of the invoice. I find that the landlord is entitled to her claim of \$895.00 for eviction services.

Since the landlord has proven her case she is also entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,146.60.

Tenant's application:

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit. The landlord currently holds a security deposit of \$405.00 and is obligated under section 38 to return double this amount plus accrued interest on the base amount (\$7.11). Since the tenant has proven his claim, he is also entitled to the recovery of the filing fee of \$50.00

Therefore, the tenant has established a claim for **\$867.11**.

Conclusion

Overall the landlord has established a claim of **\$1,146.60** and the tenant has established a claim for **\$867.11**. I will use the offsetting provisions of section 72 of the *Act* to offset the tenant's claim against the landlord's claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of **\$279.49**. 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 20, 2012.

Residential Tenancy Branch