



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for compensation for cleaning and repair expenses, for reimbursement of alleged Strata fines, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The oral hearing via teleconference call started at 9:00 a.m. as scheduled, however by 9:10 a.m. the applicant Landlord had not dialled into the conference call and the hearing proceeded in the Landlord's absence.

### Issue(s) to be Decided

1. Is the Landlord entitled to compensation and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

The Landlord provided no documentary or oral evidence in support of its claim. Consequently, the Tenant's sworn oral evidence was the only evidence at the hearing. The Tenant claimed that this tenancy started on July 1, 2011 as a fixed term tenancy that expired on June 30, 2012. The Tenant said she vacated the rental unit on June 2, 2012. The Tenant said rent was \$825.00 per month and that she paid a security deposit of \$412.50 (by way of \$350.00 transferred by the Landlord from a previous tenancy plus an additional \$62.50 paid by her and her roommate at the beginning of this tenancy).

The Tenant said on June 13, 2012 she delivered the keys to the rental unit and her forwarding address in writing to the Landlord's place of business. The Tenant said she did not give the Landlord written authorization to keep the security deposit and it has not been returned to her. The Tenant said the Strata of the rental property advised her that it has no knowledge of any strata fines allegedly incurred by her. The Tenant also claimed that the Landlord has provided her with no particulars regarding the alleged repair and carpet cleaning expenses.

### Analysis

In the absence of any evidence to support the Landlord's claim for compensation and to keep the Tenant's security deposit, it is dismissed without leave to reapply.

Section 38(1) of the Act says that a Landlord has 15 days from either the end of the tenancy or the date he or she receives the Tenant's forwarding address in writing (whichever is later) to either return the Tenant's security deposit or to make an application for dispute resolution to make a claim against it. If the Landlord does not do either one of these things and does not have the Tenant's written authorization to keep the security deposit then pursuant to s. 38(6) of the Act, the Landlord must return double the amount of the security deposit.

I find that the tenancy ended on June 13, 2012 when the Tenant returned the keys to the rental unit to the Landlord. I also find that the Landlord received the Tenant's forwarding address in writing the same day. I find that the Landlord did not have the Tenant's written authorization to keep the security deposit of \$412.50 and that the Landlord has not returned it to the Tenant. Although the Landlord filed an application for dispute resolution on July 15, 2012 to make a claim against the security deposit, I find that it was not made within the 15 day time limit required under s. 38(1) of the Act and in any event, that application was dismissed due to the Landlord failing to pursue its application. As a result, I find pursuant to s. 38(6) of the Act that the Landlord must return double the amount of the security deposit of \$825.00 to the Tenant.

### Conclusion

The Landlord's application is dismissed in its entirety. A Monetary Order in the amount of \$825.00 has been issued to the Tenant and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: September 13, 2012.

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Residential Tenancy Branch