



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNSD, FF

Introduction

This is an application by the tenant for a monetary order for return of the security deposit and to recover the cost of the filing fee for the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue(s) to be Decided

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

Background and Evidence

The tenant paid a security deposit of \$430.00 on May 1, 2007. The tenant vacated the premises on June 30, 2012.

The parties participated in a move-in and move-out inspection report. On the move-out inspection the parties agreed the landlord was entitled to deduct \$50.00 to have the couch disposed of. The report also indicates the stove was required to be cleaned and that the tenant would be responsible for that cost, however, no amount for this service was noted on the report. The tenant stated he agreed to pay \$15.00 to have the stove cleaned.

The tenant stated the landlord has returned a portion of the security deposit, including \$10.84 for interest, but was not authorized to deduct an additional \$101.00.

The landlord's agent stated he has never received the tenants address in writing. The landlord's agent stated on July 4, 2012, the tenant telephoned and provided him with their forwarding address. The landlord's agent stated he returned the balance of the

tenants security deposit to the address provided in that conversation. The landlord's agent stated he withheld an addition amount of \$101.00, as the cleaning person had to clean the stove and the fridge and that he had to pay her travelling cost as it was a weekend.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the parties participated in a move-in and move-out inspection report. The tenant gave the landlord written authorization to retain \$50.00 in the report. The report also indicates the tenant would be responsible for the cost of cleaning of the stove, however, the report does not indicate an amount to retain. The evidence of the tenant was he agreed to pay \$15.00.

The evidence of the tenant was he provided the landlord with his forwarding address on a separate piece of paper at the move-out inspection. The evidence of the landlord's agent was no address was provided at that time. The move-out inspection report signed by the tenant does not provide the tenants forwarding address, without further evidence the tenant has failed to prove the landlord was provided with their forwarding address in writing at the time of the move-out inspection.

However, based on the evidence of the landlord's agent, the tenant provided him with their forwarding address during a conversation on July 4, 2012. The landlord's agent took action based on that conversation and sent the tenant a portion of the security deposit, however, the amount retained by the landlord was greater than the amount agreed to in the move-out inspection report.

As a result, I order pursuant to section 62(3) of the Act that the landlord is to return the balance of \$101.00, to the tenant. The landlord did not have the authorization of the tenant or an order from a Dispute Resolution Officer to retain this amount.

The tenant has established a total monetary claim of **\$151.00**, comprise of the balance of the security deposit and \$50.00 for the cost of filing their application.

The landlord is at liberty to apply for damages to the rental unit.

Conclusion

The tenant is granted a monetary order in the above amount.

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: October 01, 2012.

Residential Tenancy Branch