



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes      MNSD, FF

## Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the agent for the landlord on September 18, 2013. With respect to each of the applicant's claims I find as follows:

## Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

## Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on June 1, 2012. The rent was \$1150 per month payable on first day of each month. The tenant(s) paid a security deposit of \$575 on June 1, 2009 at the start of the tenancy.

.

The tenancy ended on August 31, 2013. The tenant(s) provided the landlord with his/her their forwarding address in writing on August 31, 2013.

There is a dispute in the evidence as to what occurred during the condition inspection at the end of the tenancy. The tenant testified that he had a discussion with the agent for the landlord after the condition inspection was held and he agreed with the landlord that the landlord could keep \$125 of the security deposit. Thus he expected that the landlord would be returning \$450. However, on September 17, 2013 he received a cheque from the landlord returning \$321.50 only. The envelope also included the Tenant's copy of the Security Deposit Statement which shows that a charge of \$73.50 for carpet cleaning, \$45 for window cover cleaning and \$10 for laundry room key. The tenant testified the last three charges were added after he signed the document and he did not agree to those charges.

The representative of the landlord who testified was not the individual who carried out the inspection or filled in the form. He testified that the last three charges were on the form when the tenant signed as they are included on all forms. He acknowledged there was a dispute over the cost of cleaning the rental unit and stated the landlord agreed to agreed to the \$125 sum in order to settle the matter. However, he testified the landlord did not agree the \$125 included carpet cleaning, window cover cleaning or the laundry room key.

### Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit

Analysis

The tenant paid a security deposit of \$575 at the start of the tenancy. I determined the tenancy ended on August 31, 2013. I further determined the tenants provided the landlord with his forwarding address in writing on August 31, 2013.

After carefully considering all of the evidence I determined the tenant agreed the landlord could deduct \$125 only from the security deposit. I further determined that the landlord failed to prove that the charges in the sum of \$73.50 for carpet cleaning, \$45 for window cover cleaning and \$10 for laundry room key were included in the Security Deposit Statement at the time the tenant signed it. The representatives of the landlord who allegedly filled in this form did not testify at the hearing or provide evidence under oath. The form is more consistent with the tenant's explanation than that of the landlord. There is a notation in the box entitled Deduct from Security Deposit of \$125. The number is crossed out and the \$125 is added to the suite cleaning. If the landlord took the position that the charges for carpet cleaning, window cover cleaning and the laundry room key were to be deducted one would have expected that the landlord would have totaled those additional charges.

I determined the landlord returned \$321.50 within the required time. As a result I determined the tenant is entitled to a doubling of the \$128.50 held by the landlord without the tenant's agreement or the sum of \$257.

Monetary Order and Cost of Filing fee

**I ordered the landlord(s) to pay to the tenant the sum of \$257 plus the sum of \$50 in respect of the filing fee for a total of \$307.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: October 17, 2013

---

Residential Tenancy Branch

