



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Service
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of her security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence

The tenant gave the following testimony:

The tenancy began on April 27, 2012 and ended on January 31, 2014. The tenants were obligated to pay \$625.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$312.50 security deposit. The tenant stated that a move in and move out inspections were conducted. The tenant stated that she had washed the drapes as requested. The tenant stated she did not clean the carpets as she felt that general wear and tear did not justify it and that she had kept them very clean during the tenancy. The tenant disputes the amounts quoted on the move out inspection report for the costs of cleaning the drapes and carpets. The tenant stated that she did not agree to any deductions from her security deposit. The tenant stated that the landlord quoted the tenant a total of \$215.00 but only paid \$156.93. The tenant stated that that the discrepancy is an example of the landlords' unprofessional business practices.

The landlord gave the following testimony:

The landlord stated that the tenant signed an addendum to the tenancy agreement that stated the tenant would be responsible to have the drapes and carpets professionally cleaned and a receipt provided to the landlord upon request. The landlord stated that

the tenant was charged \$120.00 for carpet cleaning and \$95.00 for drape cleaning. The landlord stated the quotes given include administration costs of arranging the cleaning. The landlord stated that the matter was “black and white” and that the tenant was responsible for these costs.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

The landlord did not file for dispute resolution for the amount he withheld from the deposit. The landlord did not have an order from the Director or the agreement of the tenant to withhold any monies. Based on the above I find that the tenant is entitled to the doubling provision of the Act, minus the amount that the landlord has already returned; $\$312.50 \times 2 = \$625.00 - \$97.50 = \527.50 .

The landlord stated that the tenant was responsible for some costs to clean and repair the unit. The landlord is at liberty to file an application for dispute resolution if he and the tenant are unable to resolve those issues.

Conclusion

The tenant has established a claim for \$527.50. I grant the tenant an order under section 67 for the balance due of \$527.50. 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 11, 2014

Residential Tenancy Branch

