



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TPM MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This Dispute Resolution hearing was convened to deal with an Application by the tenant for an order for the return of double the security deposit retained by the landlord.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the relevant evidence that was properly served.

Issue(s) to be Decided

Is the tenant entitled to of double the security deposit under section 38 of the Act?

Background and Evidence

The tenancy began on June 1, 2004 and rent is \$375.00. A security deposit of \$187.50 was paid. The tenancy ended March 28, 2014 and a forwarding address was provided.

The parties both testified that the landlord repaid \$ the security deposit and interest except for \$75.00 for carpet cleaning. The landlord stated that the rest of the deposit was paid within 15 days of the end of the tenancy.

The tenant testified that the landlord failed to return the remaining security deposit and the tenant seeks a refund of double the remaining security deposit pursuant to the Act.

The landlord argued that the unit was left in a condition that required carpet cleaning. The landlord also stated that, prior to the hearing, they had offered to refund the remaining deposit to the tenant, but the tenant but the tenant had declined.

Analysis

In regard to the return of the security deposits, I find section 38 of the Act states that, within 15 days after the later of the day the tenancy ends, and the date the landlord receives the written forwarding address, the landlord must either repay the security

deposit or apply for dispute resolution to claim against the security deposit. In this instance, the landlord repaid a portion of the deposit within the 15 days.

The Act states that the landlord can only retain a deposit without obtaining an order if the tenant agrees in writing it may be kept to satisfy a liability at the end of the tenancy. I find that the tenant did not give the landlord written permission to keep any part of the deposit, nor did the landlord make application for an order to keep the deposit.

Section 38(6) provides that If a landlord does not comply with the Act by refunding the deposit owed or making application to retain it within 15 days, the landlord must pay the tenant double the amount of the security deposit and pet damage deposit.

I find the landlord wrongfully retained \$75.00 of the tenant's security deposit beyond the 15-day deadline and this entitles the tenant to double the remaining deposit. Accordingly, I find that the tenant is entitled to a total monetary order for \$150.00.

In regard to the landlord's claim that they incurred costs for carpet cleaning, I find that I am not able to hear the landlord's monetary claims because this hearing is solely to deal with the tenant's application for the refund of the security deposit.

I hereby issue a monetary order to the tenant in the amount of \$150.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The tenant is successful in the application and is awarded a monetary order for double the portion of the security deposit retained by the landlord.

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: August 20, 2014

Residential Tenancy Branch