



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application for an Order for the return of \$400.00 security deposit.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the tenant established the right to an Order for the return of her security deposit and any penalties required under the Residential Tenancy Act?

### Background and Evidence

This tenancy began on January 1, 2013 with the monthly rent of \$800.00 and a \$400.00 security deposit was collected on that date.

This tenancy ended on November 27, 2014 and the landlord was personally served with a forwarding address in writing on March 6, 2014

The tenant file for dispute resolution on April 30, 2014 however the landlord subsequently returned the full security deposit of \$400.00 to the tenant and it was received by the tenant on August 14, 2014.

The tenant is requesting that the doubling provision under the act be, ordered and the landlord be required to pay a further \$400.00.

The landlord however provided a copy of a text that shows that the tenant agreed to allow the landlords to deduct the cost of carpet cleaning from the security deposit.

Further the tenant admits that she did communicate with the landlords by text and did state that the landlords could take whatever they see fit to cover the costs of having the carpets cleaned.

The tenant argued that since it was the text it's not valid permission in writing.

### Analysis

It's my finding that since the tenant is admitting that she sent the text to the landlords stating that they could keep whatever they saw fit to cover the costs of having the carpet cleaned, she has given written permission to the landlords to keep the security deposit, and therefore the applicant does not qualify for the return of double her security deposit.

Further, the landlord subsequently returned the full security deposit, even though they had the right to retain it towards the cost of carpet cleaning, and therefore there is nothing for me to order returned to the tenant.

### Conclusion

This application is dismissed in full without leave to reapply.

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 10, 2014

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Residential Tenancy Branch

