



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTHALL PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes mnsd, mnd, ff

Introduction

The tenants apply for the return of their security deposit, doubled. The landlord seeks a monetary award for losses following the ending of the tenancy, and to retain the deposit.

The tenants did not attend the hearing. Clearly they were aware of it, having filed their own claim. I also find they were properly served with the landlord's claim by way of registered mail.

Issue(s) to be Decided

1. Are the tenants entitled to the return of the security deposit, and do the doubling provisions apply?
2. Is the landlord entitled to a monetary award as against the tenants?
3. If so, is the landlord entitled to retain the deposit?

Background and Evidence

This tenancy began May 1, 2013 and ended on June 30, 2014. The tenants paid a security deposit of \$1,125.00 on April 18, 2013, and \$540.00 of this was returned to the tenants after the tenancy ended. The tenants failed to participate in the condition inspection at the end of the tenancy. They provided a forwarding address on Jun3 30, 2014.

The premises required some cleaning, carpet cleaning and bathroom door repair following the end of the tenancy. These items cost the landlord \$695.00 to attend to.

Analysis

In most situations, section 38(1) of the Act requires landlords, within 15 days of the end of the tenancy or the date on which the landlords receive the tenants' forwarding address, to either return the deposit or file an application to retain the deposit. If the landlord fails to comply with section 38(1), then the landlords may not make a claim against the deposit, and the landlords must pay the tenants double the amount of the security deposit (section 38(6)). However in the present case, the tenants failure to fully

participate in a Condition Inspection at the end of the tenancy, extinguished their right to recover their security deposit (see section 38(2)).

I accept that the tenants are liable for the landlord's cleaning and repair costs of \$695.00. The balance of the deposit held by the landlord is \$585.00. I order that the landlord retain this balance of the deposit. I further order that the tenants must pay a further \$110.00 to the landlord (\$695.00 - \$585.00), as well as \$50.00 representing recovery of the landlord's filing fee.

The tenants' claim for double deposit is dismissed.

Conclusion

The landlord may retain the \$585.00 deposit.

The tenants must pay a further \$160.00 to 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: March 04, 2015

Residential Tenancy Branch

