



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for a monetary order for return of all or part of the pet damage deposit or security deposit.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other respecting the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part of the pet damage deposit or security deposit?

### Background and Evidence

**The tenant** testified that this fixed term tenancy began on May 1, 2014 and reverted to a month-to-month tenancy after December 31, 2014. The tenant moved out of the rental unit on January 30, 2015. Rent in the amount of \$750.00 per month was payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$375.00.

The tenant further testified that a move-in condition inspection report had been completed by the parties at the beginning of the tenancy and a move-out condition inspection report was completed at the end of the tenancy. On January 29, 2015 the landlord attended the rental unit and advised the tenant that the carpet had to be

cleaned, then on January 30, 2015 the landlord told the tenant that it wasn't good enough and the tenant verbally agreed for the landlord to keep \$100.00 or \$110.00 for carpet cleaning. The tenant provided a forwarding address on the move-out condition inspection report and the landlord told the tenant a copy of the report would be provided to the tenant with the security deposit, but the report was never received.

After 3 or 4 weeks, about the 3<sup>rd</sup> week of February, 2015 the tenant received a cheque from the landlord in the amount of \$184.50 with a note from the landlord showing that the landlord deducted \$115.50 for carpet cleaning, including GST and \$75.00 for cleaning the stove top and oven. A copy of the note has been provided and it is dated February 6, 2015. The landlord had not mentioned the stove top or oven during the move-out condition inspection.

The landlord has not served the tenant with an application for dispute resolution claiming against the security deposit.

**The landlord** testified that when the tenant moved out, the parties orally agreed for the price of carpet cleaning and the tenant told the landlord everything was clean. The landlord took the tenant's word, and the tenant left a forwarding address for the landlord so that the landlord could send back the balance of the security deposit. Carpet cleaning was \$110.00, plus \$5.50 GST, for a total of \$115.50, although no receipt has been provided.

The tenant also failed to clean the washer and the lint trap in the dryer, and left the stove-top and oven dirty, so the landlord charged another \$75.00 against the security deposit.

### Analysis

The *Residential Tenancy Act* is clear with respect to security deposits and pet damage deposits. A landlord must return the deposits in full to a tenant within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an application for dispute resolution claiming against the deposit within that 15 day period, unless the tenant otherwise agrees in writing. If the landlord fails to do either, the landlord must be ordered to repay the tenant double the amount.

In this case, because rent was payable on the 1<sup>st</sup> day of each month, I find that the tenancy ended on January 31, 2015 and the tenant provided a forwarding address in writing on January 30, 2015. The landlord did not repay the tenant the full amount of the security deposit and did not have the tenant's written consent to withhold any

amount. Had the landlord returned \$265.00 or \$275.00 to the tenant, the tenant likely would not have made the application for dispute resolution. However, the landlord did not do so and took the liberty of reducing the amount returned without any oral or written consent from the tenant. The landlord did not make an application for dispute resolution claiming against any part of the security deposit. Therefore, I find that the landlord must be ordered to repay the tenant double the amount, or \$750.00. The landlord has repaid \$184.50, and I find that the tenant is entitled to the difference in the amount of \$565.50.

Since the tenant has been successful with the application, the tenant is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$615.50.

This order is final and binding and may be enforced.

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 10, 2015

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Residential Tenancy Branch

