



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF, O

### Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties appeared and had an opportunity to be heard.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order and, if so, in what amount?

### Background and Evidence

This month-to-month tenancy commenced October 1, 2012 and end, as a result of the landlord serving the tenant with a 1 Month Notice to End Tenancy for Cause, on October 1, 2014. The monthly rent of \$800.00 was due on the first day of the month. The tenant paid a security deposit of \$400.00 and a pet damage deposit of \$100.00.

Although the parties walked through the rental unit at the start of the tenancy a move-in condition inspection report was not completed.

While she was living in the unit the tenant had blinds installed at a cost of \$522.90. The parties both testified that the tenant did not ask the landlord's permission before installing the blinds. When the landlord, who is in the window covering business and could have gotten blinds for a lower cost, asked the tenant about them the tenant responded that the blinds were to be a treat for herself and the landlord.

The tenant testified that at the move-out she asked the landlord about removing the blinds the landlord responded by advising her of the landlord's claims for propane and hydro. The tenant did not remove the blinds nor did she remove all of her possessions before leaving.

The landlord testified that she told the tenant could take or leave the blinds. As the tenant was leaving she told her they needed to settle up. The friend who was helping the tenant said they would be back the following day but no one ever returned.

The landlord said her expenses for propane, hydro, garbage removal, etc. was more than the security deposit and the pet damage deposit. She felt she was being fair to the tenant by not taking any action to try to collect the amount over and above the deposits.

The landlord acknowledged receipt of a letter from the tenant dated October 17, 2015, which included the tenant's forwarding address. She did not respond to the letter.

### Analysis

The tenant's claim for reimbursement for the blinds is dismissed. She bought and installed the blinds without prior authorization from the landlord or any prior agreement by the landlord to pay for the blinds. Further, the tenant could have removed the blinds and taken them with her when she moved. I am satisfied on the evidence that it was not the landlord who prevented the tenant from taking the blinds with her but the tenant's personal circumstances including her health difficulties and the stress of the tenancy ending in the manner in which it did.

Section 38(1) of the *Residential Tenancy Act* provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit to the tenant or file an application for dispute resolution claiming against the deposit. In the present case, the landlords have done neither.

Section 38(6) provides that if a landlord does not comply with section 38(1), the landlord must pay the tenant double the amount of the security deposit. The legislation does not allow any flexibility on this issue.

I find that the tenant is entitled to an order that the landlords pay her the sum of \$1000.00, representing double the security deposit and double the pet damage deposit. I further order that as the tenant was successful on her application she is entitled to reimbursement from the landlord of the \$50.00 fee they paid to file it. Accordingly, I grant the tenant an order in the amount of \$1050.00..

This order does not prevent the landlords from filing a separate application for dispute resolution against the tenant for a monetary order for any damages or cleaning costs or other claims that may be proven at that hearing.

Conclusion

A monetary order in the amount of \$1050.00 has been granted to the tenant. If necessary, 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, 2015

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Residential Tenancy Branch

