



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, OLC, FF

Introduction

This matter dealt with an application by the Tenant for the return of double the security deposit, for compensation for loss or damage under the Act, regulations or tenancy agreement, for the Landlord to comply with the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on August 16, 2015. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security deposit?
2. Is the Tenant entitled to compensation for loss or damage under the Act, regulations or tenancy agreement and if so how much?
3. Has the Landlord complied with the Act, regulations and tenancy agreement?
- 4.

Background and Evidence

This tenancy started on September 1, 2013 as a 6 month fixed tenancy and then continued on a month to month basis. The tenancy ended June 23, 2015. Rent was \$1,295.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$647.50 on July 25, 2013.

The Tenant said that she moved out of the rental unit on June 23, 2015 and gave the Landlord a forwarding address in writing on July 27, 2015. The Tenant said she was not sure if a move in condition inspection was done, but she said no move out condition inspection report was completed. The Tenant continued to say that she hired professional cleaner to clean the unit before leaving and she asked the Landlord for her security deposit back. The Tenant submitted a receipt for \$222.00 from the cleaning company.

The Landlord said there was no formal condition inspection done but they walked through the unit and agreed to do an inspection on September 1, 2013. The condition inspection report was not completed. The Landlord said the Tenant's cleaner did not do a good job and they left garbage, bottles and other debris on the back concrete pad at the back of the rental unit. As a result the Landlord said he deducted \$140.00 for 7 hours of his labour to clean the unit and \$40.00 for dump charges. The Landlord said he sent the Tenant a cheque for \$467.00 on July 15, 2015. The cheque represented the security deposit of \$647.50 less \$140.00 for labour and \$40.50 for dump charges for a total of \$467.00. The Landlord said he thought he was being fair as the Tenant left the unit unclean and there was garbage in the back of the rental unit.

The Tenant said she left the unit clean and the garbage, bottles and debris was left in the area designated for garbage. As well the Tenant said there was other tenants' garbage and the Landlord's yard debris in the same place as her garbage was left. The Tenant said she left the unit clean and the garbage in the proper area.

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

And Section 38 (6) says if a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) **must** pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I accept the Tenant's testimony that she gave the Landlord a forwarding address in writing on July 27, 2015. The Landlord did not repay the full security deposit to the Tenant within 15 days of the end of the tenancy or 15 days after receiving the Tenant's forwarding address in writing, nor did the Landlord apply for dispute resolution by August 11, 2015. Consequently I find for the Tenant and grant an order for double the security deposit of \$647.50 in the amount of $\$647.50 \times 2 = \$1,295.00$ less the amount paid to the Tenant of \$467.00 by the Landlord $\$1,295.00 - \$467.00 = \$828.00$.

As the Tenant was successful in this matter I also order the Tenant to recover the filing fee of \$50.00 from the Landlord; pursuant to section 67 and 72 a monetary order for $\$828.00 + \$50.00 = \$878.00$ has been issued to the Tenant.

Conclusion

I find in favour of the Tenant's monetary claim. Pursuant to sections 38, 67 & 72 of the Act, I grant a Monetary Order for \$878.00 to the Tenant. The order must be served on the Respondent and is enforceable through the Provincial Court of British Columbia (small claims court) 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: February 22, 2016

Residential Tenancy Branch

