



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order for recovery of her security deposit. The hearing was conducted via teleconference and was attended by the tenant and the landlord.

Issue(s) to be Decided

Whether the tenant is entitled to a monetary order for all or part of the security deposit; pursuant to Sections 38 and 67 of the *Residential Tenancy Act (Act)*.

Service

The landlord admitted service of the tenant's application.

Background and Evidence

The tenant testified the tenancy began on June 1, 2014 with a monthly rent of \$ 695.00 due on the 1st of each month and that a security deposit of \$ 348.00 was paid on May 30, 2014. The tenancy ended on March 31, 2016.

The tenant testified that she provided the landlord with her forwarding address on March 31, 2016 by handing it to him on that date. The tenant testified that she received \$ 264.00 from her security deposit on April 15, 2016. The tenant testified that she did not consent to the landlord making any deductions from her deposit. The tenant is requesting double her deposit as well as recovery of the cost of the filing fee for this application.

The landlord testified that the tenant did not have her carpets professionally cleaned and as she had a cat and he and his son are allergic to cats, he had them professionally cleaned at a cost of \$ 84.00 which he deducted from her deposit. The landlord admitted not having consent of the tenant to make any deductions from her deposit and that he had received the tenant's forwarding address on March 31, 2016.

Analysis

Section 38 of the Act states:

Return of security deposit and pet damage deposit

38 (1) 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.

Although the landlord may have a claim against the tenant for the cost of professional carpet cleaning, he was not entitled to deduct that amount from her security deposit without the tenant's written consent or an order permitting him to do so.

The tenancy ended on March 31, 2016. I find that as the landlord failed to comply with section 38 (1) and therefore I award the tenant double the amount of the security deposit less the \$264.00 that the landlord returned (double \$ 348.00 minus \$ 264.00 = \$ 432.00). The tenant is also entitled to recover her filing fee of \$ 100.00 for a total of \$ 532.00.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of \$ 532.00 comprised of double the security deposit less the amount already received and the filing fee. This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court. I have dismissed all other claims.

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: July 18, 2016

Residential Tenancy Branch

