



# 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 an application by the tenant for double recovery of the security deposit. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

### Background and Evidence

The tenancy began on March 28, 2015. At the beginning of the tenancy the tenant paid the landlord a security deposit of \$825.00. The tenancy ended on April 2, 2016. On that date, the landlord and the tenant completed a move-out condition inspection report, which indicates that cleaning and carpet cleaning needed to be done, and a visitor parking pass was missing. The tenant agreed on the report to pay for these items when the landlord provided receipts. No specific monetary amounts are indicated in the report. At the bottom of the report the tenant provided the landlord with a written forwarding address.

The tenant stated that he did not hear from the landlord, so he called them about the security deposit. The tenant stated that on April 16, 2016 he received partial repayment of the deposit, in the amount of \$310.65. The tenant has applied for double recovery of the security deposit, less the above-noted amount.

The landlord submitted that the tenant agreed in writing, on the move-out condition inspection report, that the landlord may retain part of the deposit for cleaning, carpet cleaning and the missing parking pass.

### Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, unless the tenant has consented in writing, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenancy ended on April 2, 2016, and the tenant his forwarding address in writing on that date. The landlord returned \$310.65 within the required deadline, but did not make an application to keep the balance.

I find that the tenant did not agree in writing that the landlord may make deductions from the security deposit, because there were no specific amounts specified. The tenant could not consent to a deduction of an undisclosed amount.

As the landlord reimbursed part of the security deposit within the required time frame, the outstanding amount of \$514.35 is doubled, for a balance of \$1,028.70.

As the application was mostly successful, the tenant is also entitled to recover the \$100.00 filing fee for the cost of this application.

### Conclusion

The tenant is entitled to double recovery of the outstanding amount of \$514.35 plus recovery of the filing fee.

I grant the tenant an order under section 67 for the balance due of \$1,128.70. 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: October 20, 2016

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Residential Tenancy Branch