



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes MNSD, FF

Introduction

This was the hearing of applications by the landlord and the tenant with respect to the tenant's security deposit. The landlord applied for an order to retain the deposit and the tenant applied for its return, including double the amount of the deposit. The hearing was conducted by conference call. The landlord and the tenant participated in the hearing.

The tenancy began on February 22, 2008. The agreement provided that it was a month to month tenancy with rent in the amount of \$625.00 payable on the first of each month. The tenant paid a security deposit of \$312.50 on February 25, 2008. There is no dispute that the tenant gave 30 days written notice that he intended to move out of the rental unit effective June 30, 2008, but he was not provided a copy of the written notice. The tenant returned keys to the landlord on June 27, 2008. His deposit was not returned to him, but the landlord filed an application for dispute resolution to keep the deposit on July 14, 2008.

The landlord claimed the sum of \$201.00 from the deposit; this was made up of \$120.00 for carpet cleaning, \$75.00 for cleaning and \$6.00 for a light bulb. The tenant provided evidence that the rental unit was thoroughly cleaned and the carpet was professionally cleaned before the end of tenancy. I find that the landlord has not provided evidence to show, on a balance of probabilities that the cleaning claimed by the landlord was necessary. The tenant testified that the light bulb in question, a bathroom heat lamp was burned out at the commencement of the tenancy. I accept the tenant's evidence that the light was burned out and that he properly cleaned the rental unit at the end of the tenancy. I dismiss the landlord's claims for a monetary order and an order to retain the security deposit without leave to reapply.

The tenant claimed double the amount of the deposit on the basis that the deposit was not returned within the later of 15 days after the end of tenancy and the date that he provided his forwarding address in writing to the landlord. The tenant gave his forwarding address to the landlord when he wrote it on the condition inspection report on June 29, 2008. The landlord's application was filed on Monday, July 14, 2008. Section 25(2) of the Interpretation Act, R.S.B.C. 1996, c. 238 provides that If the time for



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doing an act falls or expires on a holiday, the time is extended to the next day that is not a holiday. Relying upon that provision, I find that the landlord filed their application within 15 days after it received the tenant's forwarding address in writing. I allow the tenant's claim for return of his security deposit plus interest, but not double the amount of the deposit. The tenant did not pay a filing fee for this application, therefore I do not award the filing fee.

I grant the tenant an order under section 67 for the deposit plus interest which amounts to \$315.32. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: October 1, 2008

Dispute Resolution Officer