



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover double the security deposit and to recover the filing fee from the landlords for the cost of this application.

The tenant and one of the landlords attended the conference call hearing and gave sworn testimony. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing, and the landlord attending was permitted to provide additional evidence after the hearing had concluded. The landlord attending the hearing confirmed receipt of the tenant's evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

### Issue(s) to be Decided

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

### Background and Evidence

The parties agree that this month to month tenancy started on May 01, 2007. Rent for this unit was \$414.00 at the end of the tenancy. The tenant paid a security deposit of \$200.00 on May 901, 2007. The tenancy ended on December 31, 2013 after proper Notice was given by the tenant.

The tenant testified that he had paid rent up to the end of December, 2013 but vacated the rental unit on December 19, 2013 after informing the landlord of this earlier departure date. The landlord instructed the tenant to leave the keys and a forwarding address on the kitchen counter which the tenant dually did on December 18, 2013.

The tenant testified that the landlord has now returned \$100.00 of the tenant's security deposit on February 18, 2014. As the landlord has not returned the full security deposit and as the tenant did not give the landlords written permission to keep all or part of the security deposit the tenant seeks to recover double the security deposit less the amount returned.

The landlord GC testified that the landlord at the office mails the security deposit cheques to the landlord GC; however, the security deposit cheque for this tenant did not arrive so the GC asked the landlord to mail another one. This second cheque arrived late and was sent to the tenant for \$100.00.

The landlord GC testified that \$75.00 was withheld from the security deposit as the tenant had not had the carpets professionally cleaned and had told the landlord that his vacuum had broken and he could not even vacuum the carpets before he vacated. The landlord testified that a further amount of \$25.00 was withheld for minor cleaning and vacuuming.

The tenant testified that he had verbally agreed that \$75.00 could be withheld for carpet cleaning. However, the tenant testified that when he had moved into the unit the carpets were old and worn and the landlord GC had informed the tenant that the carpets would be changed. The tenant testified that when he had agreed to an amount being deducted for carpet cleaning this was only if the carpets had not been changed. The tenant testified that he is happy to pay to have the carpets cleaned if the landlord can provide evidence to show they were cleaned and not changed. The tenant agrees a charge can be deducted from his security deposit if the carpets were cleaned.

The landlord testified that the carpets were cleaned and the landlord was requested to provide a receipt showing the carpets were cleaned at the end of the hearing. The landlord testified that the cost of cleaning the carpets was \$75.00. However, upon review of the receipt it shows a charge of \$55.00 was made for cleaning one bedroom carpet in this unit. The receipt also shows another unit's carpets were cleaned and a gas change of \$25.00 was included on the receipt.

### Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlords did receive the tenants forwarding address in writing on December 18, 2013 and the tenancy ended on December 31, 2013. As a result, the landlords had until January 15, 2014 to return the tenant's security deposit and any accrued interest or apply for Dispute Resolution to make a claim against it. I find the landlords did not return the security deposit or interest and have not filed an application for Dispute Resolution to keep the deposit. Therefore, I find that the tenant has established a claim for the return of double the security deposit plus accrued interest on the original amount pursuant to section 38(6)(b) of the *Act*.

As the landlords did return \$100.00 of the security deposit on February 18, 2014 I have deducted this amount from the tenant's monetary award. I further find the tenant has orally agreed at the hearing to pay the cost for carpet cleaning of \$75.00. As the landlord's evidence shows the cost was actually \$55.00 I have deducted this amount from the tenant's security deposit as agreed at the hearing. As the tenant did not agree

to any further charges being deducted then only the actual cost for the carpet cleaning has been deducted.

The tenant is also entitled to recover the filing fee of \$50.00 pursuant to s. 72(1) of the Act. A Monetary Order has been issued to the tenant for the following amount:

Double the security deposit	\$400.00
Accrued interest on the original amount	\$5.04
Less amount returned	(-\$100.00)
Less carpet cleaning	(-\$55.00)
Filing fee	\$50.00
Total amount due to the tenant	\$300.04

### Conclusion

I HEREBY FIND in partial favor of the tenants' monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **\$300.04**. The Order must be served on the respondents. Should the respondents fail to comply with the Order the Order may be enforced through the Provincial 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: June 10, 2014

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Residential Tenancy Branch

