



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MURRAY HILL DEVELOPMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlords' application under the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- authorization to retain all or a portion of the tenant's security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 10 minutes. The personal landlord (the "landlord") attended the hearing, representing both himself and the corporate landlord, and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated January 20, 2017 was served on the tenant by registered mail sent to the forwarding address provided by the tenant, on that date. The landlord provided a Canada Post tracking number as evidence of service. I find that the tenant was deemed served with the landlords' application package pursuant to sections 88, 89 and 90 of the *Act* on January 25, 2017, five days after mailing.

At the outset of the hearing the landlord said that an Order of Possession is not being sought as this tenancy has ended and withdrew that portion of the landlords' application.

Issue(s) to be Decided

Are the landlords entitled to retain all or a portion of the security deposit for this tenancy? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This tenancy began in August, 2010 and ended on December 31, 2016. A security deposit of \$410.00 was paid by the tenant at the start of the tenancy and is still held by the landlords.

The landlord testified that the tenant provided a forwarding address to the landlord by email on January 11, 2017. The landlord said that the tenant did not participate in a condition inspection of the rental unit at the end of the tenancy.

The landlord testified that the rental unit required some cleaning after the tenant vacated. The landlord said that the cost of carpet cleaning and suite cleaning was \$290.00. The landlord testified that he emailed the tenant the amount to be deducted and said the tenant provided written authorization in a reply email.

Analysis

Section 38 of the *Act* requires the landlord to either return the tenant's security deposit in full or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy or upon receipt of the tenant's forwarding address in writing.

I accept the landlord's undisputed evidence that the tenant provided written notice of the forwarding address on January 11, 2017. The landlords filed an application to retain the security deposit on January 20, 2017, within the 15 days provided under the *Act*.

I accept the undisputed evidence of the landlord that some cleaning of the rental unit was required and the cost of cleaning was \$290.00. Accordingly, I find that the landlords are entitled to retain that amount from the security deposit for this tenancy.

As the landlords' application was successful the landlords are also entitled to recover the \$100.00 filing fee for this application from the tenant.

Conclusion

The landlord is authorized to retain \$390.00 of the \$410.00 security deposit for this tenancy.

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 10, 2017

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Residential Tenancy Branch