



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order to keep the security deposit. At the hearing the landlord stated that this is the only monetary amount he is seeking and no longer requests to recover any other monetary amounts including the filing fee.

Section 89 of the *Act* states that an application for dispute resolution must be given to the other Party either in person, by registered mail or as ordered by the Director. The landlord states that he served the tenant by regular mail with a copy of his application and Notice of hearing. As the tenants agent appeared on her behalf at the hearing I find that the document has been sufficiently served for the purposes of this *Act* pursuant to section 71(2)(c) of the *Act* and the hearing continued.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Is the landlord entitled to keep the tenants security deposit?

## Background and Evidence

This tenancy started on September 15, 2008. This was a fixed term tenancy which reverted to a month to month tenancy at the end of the fixed term. Rent for this unit was \$825.00 per month and was due on the first of each month. The tenant paid a security deposit of \$412.50 on September 17, 2008. The tenant attended a move in condition inspection but did not attend the move out condition inspection. The tenant gave the landlord her forwarding address in writing on November 27, 2009 and the landlord filed his application to keep the security deposit on December 11, 2009.

The landlord states that the tenant moved from the rental unit on November 29, 2009. The landlord testifies that he gave the tenant two opportunities to attend the move out condition inspection and on November 27, 2009 he received an e-mail from the tenant which stated she would not be available to attend the inspection.

The landlord testifies the tenant told him that she had cleaned the unit. However, on inspection it was found that the tenant had not cleaned the carpets and blinds. She had not cleaned the fridge or stove, all cabinets, walls, floors and windows also required cleaning and the tenant did not return the keys for the unit. The landlord states that he and his wife cleaned the unit for 13.5 hours at a cost of \$20.00 per hour to a total sum of \$270.00; blinds were cleaned at a cost of \$105.00, carpets cleaned at a cost of \$60.00 and the entrance door set and rekeying costs of \$60.00. The landlord testifies that although this amount is higher than the security deposit he only seeks an Order to keep the security deposit of \$412.50 plus interest.

The tenants' agent states the tenant told him that she had cleaned the rental unit and there were no damages. The tenants' agent did not provide any evidence to support the tenants claim that she had cleaned the rental unit.



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## Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties; Section 35 (2) of the Act states that a landlord must offer a tenant at least two opportunities for a move out condition inspection. Section 36 (1) of the Act states that the right of a tenant to the return of a security deposit is extinguished if the landlord has complied with section 35 (2) (opportunities for inspection) and the tenant has not participated on either occasion. The landlord has testified that he did give the tenant two opportunities to attend the move out condition inspection and the tenant notified him by e-mail that she would not be available to attend the inspection. Consequently, the landlord has established his claim to keep the tenants security deposit of \$412.50 plus accrued interest of \$1.79 for the cleaning of the unit and rekeying of locks pursuant to section 38 (4)(b) of the Act.

## Conclusion

I Order the landlord to keep the security deposit and accrued interest of **\$414.29** in full and final settlement of his claim.

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: May 10, 2010.

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Dispute Resolution Officer