



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. Both parties are seeking monetary orders against the other party.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

As this hearing was to resolve cross applications I am satisfied the tenant was aware of the hearing and find that she was sufficiently served in accordance with Section 71(2)(b) of the *Residential Tenancy Act (Act)*.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

In addition it must be decided if the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The tenancy began on August 1, 2009 as a 1 year fixed term tenancy that was due to expire on July 31, 2010 for a monthly rent of \$1,200.00 due on the 1<sup>st</sup> of the month and a security deposit of \$600.00 was paid on June 24, 2009.

The landlord's agent testified that the tenant gave notice that she intended on vacating the rental unit on April 13, 2010 to be effective April 30, 2010; three months prior to the fixed term.

The agent further testified that she had discussed the security deposit with the tenant and the tenant agreed for the landlord to deduct anything that she owed prior to refunding the balance. The landlord has filed an application to claim the amount of \$420.30. The landlord acknowledges that she provided the tenant with a cheque in the amount of \$181.20.

The landlord provided the following documentary evidence:

- A copy of the tenancy agreement including confirmation that the tenant had read and signed the Form K and that she had read the bylaws of the strata council for the complex;
- A copy of the letter and receipt from the strata council for the \$100.00 fine charged to the landlord because the tenant did not comply with the strata bylaws when moving out of the rental unit;
- A copy of a receipt from the strata council to the landlord for the \$30.00 for the replacement parking pass;
- Copies of hydro bills confirming the tenant owed \$83.32 for hydro consumption during the tenancy;
- A receipt for carpet cleaning in the amount of \$90.00; and
- A copy of a letter sent to the tenant outlining deductions, including \$120.00 for 6 hours of cleaning the rental unit and interest (\$1.50) applied to the security deposit.

### Analysis

In the absence of the applicant tenant, I dismiss her application in its entirety.

In the absence of contradictory testimony from the tenant I accept the landlord's agent testimony supporting the costs associated with the landlord's claim and find the charges to either be to cover expenses that were incurred as a result of the tenant's actions or to be reasonable charges related to cleaning the rental unit.

While the landlord has claimed \$420.30 and that as there is no requirement for the landlord to provide interest on a security deposit paid in 2009 and returned in 2010 and that the hydro bill was for \$83.32 not \$80.30 as suggested by the landlord, I find the landlord is entitled to retain from the security deposit \$423.32.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$473.32** comprised of \$423.32 retention of the security deposit and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit remaining held by her in the amount of \$418.80 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$54.52**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: November 02, 2010.

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Dispute Resolution Officer