

## **Decision**

**Dispute Codes:** MND, MNDC, MNSD, FF

### **Introduction**

This hearing was convened in response to the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord attended the hearing and gave affirmed testimony.

The landlord testified that he served both tenants with the application for dispute resolution and the notice of hearing (the "hearing package") by way of registered mail. Related to this testimony, a letter written by the tenants which was received by the Residential Tenancy Branch on May 6, 2011, reads in part as follows:

We acknowledge receipt of the Notice Of Dispute Resolution Hearing documents you sent requesting a telephone conference on August 10, 2011.

Following from the above, despite their absence from the hearing I find that the tenants were properly served with the hearing package.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the fixed term of tenancy was from April 1, 2010 to March 31, 2011. Monthly rent of \$1,250.00 was payable in advance on the first day of each month, and a security deposit of \$625.00 was collected. A move-in condition inspection and report were completed on March 31, 2010.

Tenancy ended on March 31, 2011, and a move-out condition inspection and report were completed on April 6, 2011, at which time the tenants also informed the landlord of their forwarding address.

The landlord filed his application for dispute resolution on April 20, 2011. At around this same time the landlord mailed a cheque to the tenants, representing partial reimbursement of the security deposit in the amount of \$382.00. The landlord retained

the balance of the security deposit in the amount of \$243.00 (\$625.00 - \$382.00). The landlord calculated his entitlement to retention of \$243.00 as follows: \$193.00 for carpet cleaning, and \$50.00 for the filing fee. The landlord declined to claim other costs related to cleaning, painting and certain repairs required in the unit.

### **Analysis**

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Section 38 of the Act speaks to the **Return of security deposit and pet damage deposit**. In part, this section of the Act and provides that within 15 days of the later of the end of tenancy, or the time when the tenants provide their forwarding address in writing, the landlord must either repay the security deposit or file an application for dispute resolution.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to a claim of \$243.00 as described above. Evidence submitted by the landlord includes a receipt for the cost of carpet cleaning. All other aspects of the landlord's application are withdrawn.

As the landlord has already repaid the balance of the security deposit to the tenants of \$382.00, there is no requirement for an Order in that regard.

### **Conclusion**

The landlord has established entitlement to retention of \$243.00 from the \$625.00 security deposit, and the balance of \$382.00 has been repaid to the tenants.

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*.

DATE: August 10, 2011

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Residential Tenancy Branch