



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BOARDWALK GENERAL PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

*MNSD, MNR, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order permitting him to retain a portion of the security deposit for the cost of cleaning and the filing fee.

The landlord testified that on October 10, 2013, he served the tenant with the notice of hearing by registered mail to the forwarding address provided by the tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to retain a portion of the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on August 01, 2012. The monthly rent was \$1,419.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$499.00. The tenant moved out on August 30, 2013.

The landlord testified that a move out inspection was conducted in the presence of the tenant on August 30, 2013. The tenant left the unit part way through the inspection and did not return. The landlord filed a copy of the report, photographs and an invoice for the cost of cleaning. The inspection report and the photographs indicate that the unit required cleaning. The landlord has applied to retain \$340.00 for cleaning plus \$50.00 for the filing fee from the security deposit.

### **Analysis**

Based on the undisputed testimony of the landlord and the evidence filed by the landlord, I find that the landlord is entitled to the cost of cleaning in the amount of \$340.00. Since the landlord has proven his claim he is also entitled to the recovery of the filing fee in the amount of \$50.00.

Overall the landlord has established a claim of \$390.00. I order the landlord to retain this amount from the security deposit and return the balance to the tenant.

### **Conclusion**

I grant the landlord leave to retain \$390.00 from the security deposit.

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: October 24, 2013

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Residential Tenancy Branch

