



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD RR MNDC FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order to return double the security deposit pursuant to Section 38;
- b) An Order for a rebate/fund of rent and compensation for an repairs not done and facilities not being provided; and

### **SERVICE**

The tenant/applicant did not attend. The landlord said she served him with the Application for Dispute Resolution by registered mail. I find the documents were served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the tenant proved on the balance of probabilities that she is entitled to the return of double the security deposit according to section 38 of the Act and to other compensation?

### **Background and Evidence**

The tenant/applicant did not attend. After waiting ten minutes, the conference continued in her absence. The landlord was given opportunity to be heard, to present evidence and make submissions. The landlord said that the tenant had signed the move out condition inspection report agreeing to pay certain amounts from her security deposit and he had refunded the \$120 remaining. He provided a copy of the report dated July 31, 2013 as evidence showing the deposit of \$1100, the deductions of \$980 for painting and cleaning and the balance of \$120 owed to the tenant. The tenant had signed the report. The landlord provided further evidence related to damages and the claim of the tenant but the tenant did not provide documentary evidence of her claim.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

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**Analysis:**

The Residential Tenancy Act provides:

Return of security deposit and pet damage deposit

*38 (4) A landlord may retain an amount from a security deposit or a pet damage deposit if, (a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant.*

I find the evidence of the landlord credible that the tenant signed and authorized the deductions as stated and he refunded the balance. The tenant did not attend to support her application or dispute the evidence provided by the landlord.

**Conclusion:**

I dismiss the application of the tenant in its entirety without leave to reapply; no filing fee was paid.

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 30, 2013

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Residential Tenancy Branch

