



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail to the forwarding address provided by the tenant, the tenant did not participate in the conference call hearing.

At the hearing, the landlord asked that his claim be limited to the amount of the security deposit and abandoned any award beyond the amount of the security deposit.

### Issue to be Decided

Should the landlord be authorized to retain the security deposit?

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on June 15, 2012 and ended on October 15, 2013. At the outset of the tenancy, the tenant paid a \$447.50 security deposit.

At the end of the tenancy, the tenant gave her consent in writing for the landlord to retain the security deposit.

### Analysis

As the landlord has obtained the tenant's consent in writing, I find that the landlord is entitled to retain the deposit pursuant to section 38(4)(a) of the Act.

Conclusion

The landlord will retain 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: February 13, 2014

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Residential Tenancy Branch

