



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order to retain part of a security and pet deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on February 17, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Should the landlord be authorized to retain part of the security deposit?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on June 1, 2012 and ended on January 31, 2014. At the outset of the tenancy, the tenant paid a \$375.00 security deposit, a \$200.00 pet deposit and a \$40.00 fob deposit.

The landlord testified that the tenant failed to do any cleaning at the end of the tenancy and failed to return keys. He also paid rent late and failed to pay a late payment fee which was a term of the tenancy agreement. The landlord claims as follows:

Drapery cleaning	\$20.00
Suite cleaning	\$60.00
Carpet cleaning	\$68.25
Lock change	\$75.00
Late payment fee	\$20.00
Filing fee	\$50.00
<b>Total:</b>	<b>\$293.25</b>

### Analysis

I accept the landlord's undisputed testimony. I find that the tenant failed to adequately clean the rental unit at the end of the tenancy which resulted in the landlord having to incur costs to clean the unit, the drapes and the carpet. I find that the tenant failed to return the keys to the rental unit which resulted in the landlord having to change locks and I find that the tenant failed to pay the late payment fee for which he is responsible under the terms of the tenancy agreement. As the landlord has been wholly successful in this claim, I find that the tenant should bear the cost of the filing fee. I find that the landlord has established the claim as outlined above.

### Conclusion

I understand from the landlord's testimony that she has retained from the security deposit only the amount of her claim and has returned the balance of the deposits to the tenant. I order the landlord to retain \$293.25 in full satisfaction of her claim. As she already has this money in her hands, it is unnecessary to grant a monetary order.

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: June 02, 2014

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Residential Tenancy Branch

