



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application to retain a portion of the tenant's security deposit / and recover the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing ("hearing package") was served by registered mail. Evidence provided includes the tracking number for the registered mail. The Canada Post website informs that the item was "accepted at the Post Office" on January 03, 2015, and that it was "successfully delivered" on January 09, 2015. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served in accordance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**. During the hearing the landlord withdrew the application to recover the \$50.00 filing fee.

Issue(s) to be Decided

Whether the landlord is entitled to retain a portion of the tenant's security deposit under the Act, Regulation, or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on October 01, 2013. Monthly rent is due and payable in advance on the first day of each month. A security deposit of \$396.50 was collected, and a move-in condition inspection report was completed with the participation of both parties at the start of tenancy.

Tenancy ended on November 30, 2014, and by letter dated November 25, 2014, the tenant informed the landlord that she would be unable to participate in the move-out condition inspection. Thereafter, the move-out condition inspection report was

completed by the landlord in the tenant's absence on November 25, 2014. The landlord calculated the cost of miscellaneous cleaning to be \$249.00. The landlord seeks authority to retain this amount from the tenant's security deposit of \$396.50, leaving a balance owing to the tenant of \$147.50 (\$396.50 - \$249.00). The landlord testified that a cheque has already been forwarded to the tenant in the amount of \$147.50.

Analysis

The attention of the parties is drawn to the following sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 38: **Return of security deposit and pet damage deposit**

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to the full amount claimed of \$249.00. I order that the landlord retain this amount from the tenant's security deposit. As the landlord has already repaid the balance of \$147.50 to the tenant, I find that issuance of an order instructing the landlord to do so would be redundant.

Conclusion

I order that the landlord retain \$249.00 from the tenant's security deposit. The landlord has repaid the balance owing to the tenant of \$147.50. The landlord withdrew the application to recover the \$50.00 filing fee.

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: April 01, 2015

Residential Tenancy Branch

