



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MND, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* to retain a portion of the security deposit in satisfaction of her claim for the cost of cleaning, replacing blinds and the recovery of the filing fee.

The landlord testified that on September 15, 2015 and again on March 31, 2015, she served the tenant with the notice of hearing by registered mail to the forwarding address provided by the tenant. The landlord provided tracking numbers. 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 December 19, 2011 and ended on August 31, 2014. Prior to moving in, the tenant paid a security deposit of \$375.00.

Move in and move out inspections were conducted in the presence of the tenant and reports were filed into evidence. The tenant refused to sign the move out inspection report but noted his forwarding address in the report.

The landlord stated that the tenant caused damage to the blinds and failed to clean the rental unit at the end of tenancy. These issues were noted in the move out inspection report.

The landlord also filed invoices to support her monetary claim of \$150.00 to replace the blinds and \$120.00 for the cost of cleaning. The landlord is also claiming the recovery of the filing fee.

Analysis

Based on the undisputed testimony of the landlord and the documents filed into evidence, I find that the landlord incurred costs to restore the rental unit to a condition in which it could be re rented. I allow the landlord to retain the cost to replace blinds and clean the rental unit. Since the landlord has proven her case, I grant her the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$320.00 which consists of \$150.00 for the blinds, \$120.00 for cleaning and \$50.00 for the filing fee. I allow the landlord to retain this amount from the security deposit of \$375.00. The landlord must return the balance of \$55.00 to the tenant within 15 days of receipt of this decision.

Conclusion

I grant the landlord leave to retain \$320.00 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: April 15, 2015

Residential Tenancy Branch