



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit and to retain \$190.00 from the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The tenant attended the hearing; the landlord did not.

Tenant's Submissions

The tenant testified that when her tenancy ended in July 2014 she signed a move-out condition inspection report that included her forwarding address. The tenant was not able to attend the inspection so the parties agreed the landlord would complete the inspection. The report was emailed to the tenant who signed agreeing to a \$10.00 deduction from the \$625.00 pet and security deposits paid. The tenant did not agree to deductions for the balance of the items the landlord said had been damaged.

The tenant received a cheque in the sum of \$1,060.00. The landlord had retained \$180.00 the tenant had not agreed to.

Section 38 of the Act was explained to the tenant. The tenant only wishes to have the balance of her deposits returned; less the \$10.00 she had agreed to.

Residential Tenancy Branch policy suggests that when a landlord applies to retain the deposit, any balance should be ordered returned to the tenant; I find this to be a reasonable stance.

Therefore, in the absence of the landlord who submitted this application I find that the application is dismissed and that tenant is entitled to return of the balance of her deposits in the sum of \$180.00.

Based on these determinations I grant the tenant a monetary Order for the balance of the deposits in the sum of \$180.00. In the event that the landlord does not comply with

this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The application is dismissed.

The landlord is Ordered to return the balance of the security deposits to the tenant.

This decision is final and binding and 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: May 06, 2015

Residential Tenancy Branch

