



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Magsen Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of all or a part of the security deposit / and recovery of 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 (the "hearing package") was served by way of registered mail. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered" and signed for by the tenant on October 26, 2014. Following from all the foregoing and pursuant to 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**, I find that the tenant has been duly served.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from November 02, 2013 to October 31, 2014. Monthly rent of \$1,300.00 is due and payable in advance on the first day of each month, and a security deposit of \$650.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Tenancy ended 1 month prior to the end of the fixed term, and a move-out condition inspection report was completed with the participation of both parties on September 30, 2014. The tenant provided his forwarding address on the report. As well, by way of his

signature on the report, the tenant consented to the landlord's withholding of **\$210.00** from his security deposit for carpet cleaning in the strata common area. The tenant completed the removal of all his possessions from the unit on the following day, October 01, 2014. Subsequent to the tenant's vacating the unit and removing his possessions, the landlord undertook to seek approval for retention of an additional **\$300.00** from the security deposit as follows:

\$100.00: *move-out fee*

\$200.00: *miscellaneous repairs inside the unit*

The landlord's application for dispute resolution was filed on October 09, 2014.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to compensation arising from the principal aspects of the application in the total amount of **\$510.00** (\$210.00 + \$300.00). As the landlord has succeeded with the main aspect of the application, I find that the landlord has also established entitlement to recovery of the **\$50.00** filing fee.

Total entitlement: \$560.00 (\$510.00 + \$50.00).

Conclusion

I order that the landlord withhold **\$560.00** from the security deposit of **\$650.00**, and I order that the landlord FORTHWITH repay the balance of **\$90.00** from the security deposit to the tenant (\$650.00 - \$560.00).

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: May 27, 2015

Residential Tenancy Branch

