



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Widsten Property Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, 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 cleaning, unpaid utilities, to retain the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on August 12, 2015 copies of the Application for Dispute Resolution and Notice of Hearing were sent to each tenant, to the written forwarding address provided by the tenants on July 31, 2015. Copies of the registered mail receipts, tracking numbers were provided as evidence of service to each tenant.

These documents are deemed to have been served on the fifth day after mailing in accordance with section 89 and 90 of the *Act*; however neither tenant attended the hearing.

Issue(s) to be Decided

Is the landlord entitled to retain \$92.87 for utility costs and \$80.00 for cleaning costs from the balance of the security deposit held in trust?

Background and Evidence

The tenancy commenced on August 1, 2014 and ended effective July 31, 2015. A copy of the tenancy agreement was supplied as evidence.

A move-in and move-out condition inspection report was supplied as evidence. The report indicated that cleaning and payment of outstanding hydro costs were required. The tenants provided the landlord with a written forwarding address.

The landlord supplied a copy of a cheque issued to the tenants on August 12, 2015 in the sum of \$602.48; returning the pet deposit and the security deposit, less the sum claimed as compensation.

Since submitting the application the landlord has established outstanding hydro costs in the sum of \$92.87; less than that claimed on the application. The landlord supplied a copy of a cleaning invoice in the sum of \$80.00.

Analysis

In the absence of evidence to the contrary and the tenants, who were each served with Notice of this hearing, I find, pursuant to section 65 of the Act, that the landlord is entitled to the sum claimed. The tenants have not opposed the claim.

Therefore, I find pursuant to section 72 of the Act that the landlord may retain \$172.87 from the \$247.52 security deposit that continues to be held in trust.

As the landlords' claim has merit I find the landlord is entitled to recover the \$50.00 filing fee from the tenants. The filing fee may be deducted from the security deposit

The landlord said they will return the balance of the security deposit; \$24.65, to the forwarding address provided by the tenants. Pursuant to section 62(3) of the Act I Order the landlord to return the balance of the deposit to the tenants.

Conclusion

The landlord is entitled to the sum claimed totalling \$172.87.

The landlord is to return the balance of the security deposit to the tenants.

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: February 10, 2016

Residential Tenancy Branch

