



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WIEDMAN AND SULLY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the landlord seeking an order to retain a portion of the security deposit in full satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on November 27, 2015, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

Preliminary Issue

At the outset of the hearing the landlord advised that he was not seeking the recovery of the filing fee, even though he had “checked off” the box on his application. The landlord indicated that it was done in error and that he only seeks to retain \$110.00 from the security deposit. The hearing proceeded and completed on that basis.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord’s testimony is as follows. The tenancy began on May 1, 2015 and ended on November 1, 2015. The tenants were obligated to pay \$800.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit. The landlord advised that a move in and move out condition inspection report was conducted with the tenant.

The landlord advised that the tenant did not want to sign off on any deductions at the move out inspection. The landlord stated that he is seeking \$40.00 for late fees for late rent as per the tenancy agreement. The landlord stated that he is also seeking 2 hours to clean the appliances at \$35.00 per hour for \$70.00 of cleaning. The landlord stated the tenant did not provide their forwarding address until November 13, 2015. The landlord stated that he sent the tenant a cheque for \$290.00. The landlord seeks to retain the \$110.00 that he holds in trust to cover the costs as outlined.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlords claim and my findings around each are set out below.

The landlord provided extensive documentation for consideration including; the tenancy agreement, condition inspection reports, invoices, registered mail receipts and communications with the tenant. Based on the documentation before me, the undisputed testimony of the landlord, the absence of any disputing evidence from the tenant before, and on a balance of probabilities, I find that the landlord has provided sufficient evidence to support his claim. I find that the landlord is entitled to retain the \$110.00 from the security deposit.

Conclusion

The landlord has established a claim for \$110.00. I order that the landlord retain the \$110.00 of the security deposit he presently holds in full satisfaction of the claim.

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: June 27, 2016

Residential Tenancy Branch