



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* to retain the security deposit in full satisfaction of his claim for the cost of cleaning and for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing and evidence package by registered mail on March 26, 2016, to the forwarding address provided by the tenant. The landlord was unable to locate a copy of the tracking slip. Based on the landlord's testimony, I accept that the tenant was served with the notice of hearing package by registered mail. 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 the deposit?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2014. The monthly rent was \$2,000.00.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,000.00.

The landlord filed copies of text messages from the tenant sent to the landlord after the tenancy ended on July 31, 2015. On August 24, 2015, the tenant provided the landlord with a forwarding address. Shortly after during a conversation between the two parties by text message, the tenant agreed to allow the landlord to retain the security deposit. The landlord testified that on March 16, 2016, he received a written request from the tenant asking that the security deposit be returned. The landlord filed this application on March 25, 2016.

Analysis

Based on the undisputed testimony and documentary evidence of the landlord, I find that the landlord has proven that the tenant gave him permission to retain the security deposit and therefore I allow the landlord to do so.

Conclusion

The landlord may retain the deposit in the amount of \$1,000.00.

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: August 17, 2016

Residential Tenancy Branch