



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the "Act") for authorization to retain the tenant's security deposit pursuant to section 38 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant and landlords attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant confirmed receipt of the landlord's application for dispute resolution package. The tenant confirmed that she did not provide any documentary evidence for this hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the application.

### Issue(s) to be Decided

Are the landlords authorized to retain the tenant's security deposit?

Are the landlords authorized to recover the filing fee for this application from the tenant?

### Background and Evidence

As per the testimony of the parties, the tenancy originally began on May 1, 2016 on a one month fixed term. At the end of each one month fixed term the tenancy was renewed. As per the submitted tenancy agreement, the last one month fixed term began on September 1, 2016 on a fixed term until September 30, 2016. Rent in the amount of \$850.00 was payable on the first of each month. The tenant remitted a security deposit in the amount of \$425.00 at the start of the tenancy. The parties estimate the tenant vacated the rental unit on or about September 25, 2016.

The parties agreed that a written move-in condition inspection report was completed by the landlord and tenant at the start of the original one month fixed term, on May 1, 2016. The parties agreed that the landlord conducted the move-out inspection report in the tenant's absence on September 31, 2016.

The parties agreed the tenant provided the forwarding address by way of text on October 1, 2016. The parties further agreed that on October 3, 2016 the tenant advised the landlords to keep the security deposit by way of text.

### Analysis

Section 38 of the *Act* establishes that a landlord has fifteen days from the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing to file an arbitration application claiming against the deposit, or return the deposit. The tenant may waive their right to the return of the security deposit through written authorization to the landlord.

Although the tenant provided her forwarding address and authorization to retain the security deposit by text which is contrary to the service provisions established by section 88 of the *Act*, I find that these documents were sufficiently served for purposes of this *Act*.

The landlords received the forwarding address on October 1, 2016 and filed their application within fifteen days, on October 5, 2016. I find the tenant waived her right to the return of the \$425.00 security deposit through written authorization pursuant to section 38 of the *Act* entitling the landlords to retain the \$425.00 security deposit.

As the landlords were successful in this application, I find that the landlords are entitled to recover the \$100.00 filing fee paid for the application.

### Conclusion

The landlords are authorized to retain the security deposit in the amount of \$425.00.

I issue a monetary order in the landlords' favour in the amount of \$100.00 against the tenant.

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: December 23, 2016

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Residential Tenancy Branch

