



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's named representatives called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing sent by registered mail on July 19, 2016.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is an apartment in Kamloops. The tenancy began on November 1, 2012. The tenant paid a security deposit of \$287.50 on July 27, 2012. The tenant gave notice and moved out of the rental unit on June 30, 2016. The tenant participated in a move-out condition inspection, but left without signing the form authorizing the landlord to retain any portion of the security deposit.

The landlord's representative testified that the tenant did not perform necessary cleaning at the end of the tenancy and the landlord incurred expenses for cleaning and repairs. The landlord submitted invoices for the following charges:

- | | |
|--------------------------------------|----------|
| • Suite cleaning, 4.5 hrs @ \$20/hr: | \$90.00 |
| • Carpet cleaning: | \$68.25 |
| • Replacement of damaged blinds: | \$75.00 |
| Total: | \$233.25 |

The landlord has retained the sum of \$233.25 and sent a cheque to the tenant for the balance of his deposit in the amount of \$54.25. Because the tenant did not give the landlord his written authorization to retain any part of the security deposit, the landlord was obliged to file this application for dispute resolution to seek an order to retain the deposit. The landlord requested an order to retain the sum of \$233.25 and to recover the \$100.00 filing fee for this application.

Analysis

I accept the landlord's undisputed evidence that the amounts claimed for cleaning and repairs were legitimately incurred in order to return the rental unit to an acceptable and reasonably clean condition. In the absence of the tenant's written consent to retain a portion of the security deposit, the landlord had no alternative but to apply for an order to retain the deposit. I allow the landlord's claim for cleaning and repairs in the amount of \$233.25 and I order that the landlord retain the said sum from the deposit. The balance of \$54.25 has been returned to the tenant and I award the landlord the \$100.00 filing fee for this application. I grant the landlord an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord has been awarded \$233.25 from the security deposit and granted a monetary order for the \$100.00 filing fee.

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: January 17, 2017

Residential Tenancy Branch