

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the tenant for Dispute Resolution by seeking an Order for the Landlord to return the security deposit. The tenants participated in the conference call hearing but the landlords did not. The tenants presented evidence that the landlords were served with the application for dispute resolution and notice of hearing by registered mail on February 15, 2011. I find that the landlords had been properly served with notice of the tenants claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issues to be Decided

Is the tenant entitled to the security deposit?

### Background and Evidence

The tenancy began on or about November 15, 2009. Rent in the amount of \$1500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$750.00. No move in or move out inspection report was ever done. The landlord withheld \$425.83 of the security deposit for various repairs and cleaning. The tenants testified that they had not agreed to any of the security deposit being deducted.

### Analysis

I accept the tenant's undisputed testimony. Section 24(2)(b) of the Residential Tenancy Act states;"The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not comply with Section 23(3) landlord does not participate on either occasion." Since

the landlords didn't participate in the move in or move out inspection report, they are not entitled to withhold any portion of the security deposit.

As for the monetary order, I find that the tenants have established a claim for \$425.83. The tenant is also entitled to recovery of the \$50.00 filing fee. I grant the tenant an order under section 67 for the balance due of \$475.83. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The tenants are granted a monetary order for \$475.83.

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: March 11, 2011.

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Residential Tenancy Branch