



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant seeking an order for the return of the security deposit. The tenant participated in the conference call hearing but the landlord did not. The tenant presented evidence that the landlord was served with the application for dispute resolution and notice of hearing by registered mail on February 14, 2011. I found that the landlord 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. The tenant gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy began on or about September 15, 2009 and ended December 15, 2010. Rent in the amount of \$790.00 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 \$790.00. The tenant testified to the following; that a move in and move out condition inspection was done verbally and no mention of any deductions for repairs or damage. The landlord later informed the tenant that he was retaining the security deposit because he felt the tenant had caused water damage by running the shower over the edge of the tub. The tenant advised that on many of the occasions that the landlord had cited, the tenant was not even in the apartment.

Analysis

I accept the tenant's undisputed testimony. The landlord neither performed a proper move in or move out condition inspection as required under Section 38 of the Act nor did he apply for dispute resolution within 15 days after the tenancy ended. As for the monetary order, I find that the tenant has established a claim for \$790.00. I grant the tenant an order under section 67 for the balance due of \$790.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant is entitled to a monetary order of \$790.00.

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: April 11, 2011.

Residential Tenancy Branch