



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit and authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord provided a registered mail tracking number as evidence the tenant was notified of this proceeding. The landlord testified that the address used for service was the tenant's forwarding address given by the tenant in an email on the day of moving out. I was satisfied the tenant was sufficiently served with notice of this hearing and proceeded to hear from the landlord without the tenant present.

The landlord also testified that she served evidence upon the tenant via regular mail on May 26, 2011. I determined that the Residential Tenancy Branch received the landlord's evidence on June 1, 2011. The landlord's evidence was served late upon the tenant and the Residential Tenancy Branch and I did not accept it. I proceeded by permitting the landlord to provide verbal testimony in support of her claims.

### Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for damages?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The landlord provided the following verbal testimony. The tenancy commenced in August 2009 and the tenant paid a \$600.00 security deposit. The tenant was required to pay rent of \$1,300.00 on the 1<sup>st</sup> day of every month. A move-in inspection was conducted with the tenant and a report was prepared and given to the tenant.

The tenant vacated the rental unit on January 31, 2011. The tenant would not participate in the move-out inspection despite setting up a date and time for the move-out inspection with the tenant. The landlord submitted that the tenant was outside with the movers and would not come to the rental unit for the move-out inspection on the day of moving out. The landlord was at the rental unit from 1:00 p.m. to 4:00 p.m. on the

last day of the tenancy. In the absence of the tenant, the landlord proceeded to perform the move-out inspection and complete the report without the tenant present. The tenant provided a forwarding address to the landlord via text message and email on the day of moving out.

In making this application the landlord sought compensation of \$600.00 which is the amount of the security deposit. The landlord confirmed that it is her request to retain the security deposit in full satisfaction of the landlord's claims for damages and the filing fee.

The landlord provided the following testimony with respect to damages to the rental unit:

1. The tenant's dog urinated on the carpets. The landlord had the carpets cleaned at a cost of \$144.48; however, the carpet by the sliding glass door was ruined and the 6 year old carpeting was replaced with laminate costing over \$1,100.00.
2. The closet track was bent and had to be replaced at a cost of \$24.99 plus tax.
3. The kitchen and bathroom and various other parts of the rental unit were not sufficiently cleaned and the landlord spent approximately 5 hours cleaning.
4. Track lighting had to be replaced at a cost of \$42.54.
5. The patio door lock has been broken but not yet repaired.

### Analysis

At the end of every tenancy the landlord and tenant must inspect the condition of the rental unit together, after the tenant ceases to occupy the rental unit and before a new tenant begins to occupy the rental unit. The landlord must offer the first opportunity to the tenant to participate in the move-out inspection. If a date and time for the inspection is set and the tenant does not participate in the inspection the tenant loses the right to return of the security deposit.

Based upon the verbal testimony provided to me during the hearing, I accept that the landlord offered the tenant the opportunity to participate in the move-out inspection and the tenant chose not to participate. Therefore, I find the tenant extinguished her right to return of the security deposit and the landlord is entitled to retain the deposit.

As the landlord is only seeking retention of the security deposit and since I have found the landlord entitled to retain the tenant's security deposit due to the tenant's extinguishment of the right to its return, I find it is not necessary to analyze the landlord's entitlement to compensation for damages.

I do not provide a Monetary Order for the filing fee in accordance with the landlord's request.

Conclusion

The landlord is authorized to retain the tenant's security deposit in full satisfaction of the landlord's claims against the tenant for damage.

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: June 10, 2011.

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Residential Tenancy Branch