

## **DECISION**

Dispute Codes     MNSD

### Introduction

This hearing dealt with an application by the tenant seeking an order for the return of doubled the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to double the security deposit?

### Background and Evidence

The tenancy began on or about December 28, 2007 and ended January 14, 2011. Rent in the amount of \$454.82 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 \$212.50 which was provided by "welfare". The tenant failed to pay rent in the month(s) of January and on February 1, 2011 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February with a total outstanding of \$909.64.

The tenant testified to the following; he was unable to pay the rent due to the fact that he was in custody in a provincial institution, gave power of attorney over to his common law and his friend, does not dispute the unpaid amount, and gave his forwarding address in writing on February 11, 2011.

The landlord testified to the following; the tenant abandoned the unit, was given two opportunities to attend to conduct a condition inspection, tenant left the unit damaged and dirty, tenant refuses to give his own personal address and insists service of documents be delivered to his advocate, and no attempts to pay the rent have been made.

### Analysis

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. The tenant and his advocate do not dispute the unpaid rent. The landlord offered the tenant and his advocate two separate opportunities to conduct a condition inspection as he is required to do under the Act. The tenant and his advocate did not attend and in fact sent a letter to the landlord stating that if the security deposit was not returned within seven days of when the letter was dated they would seek civil and criminal action. I find the tenant and his advocate did not comply with the Act and chose not to attend on the condition inspection dates.

### Conclusion

The tenants application is dismissed The landlord may retain the security deposit.

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 13, 2011.

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Residential Tenancy Branch