



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Landlord to retain the Tenants' security and pet deposits for damages to the rental unit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on July 21, 2011. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Is the Landlord entitled to keep the Tenants' security deposit and pet deposit?

Background and Evidence

This tenancy started on June 1, 2010 as a month to month tenancy. Rent was \$1,200.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$600.00 on May 21, 2010 and a pet deposit of \$600.00 on May 21, 2010. The Landlord said the Tenants moved out of the rental unit on June 30, 2011.

The Landlord said that the Tenants did not participate in the move out condition inspection although given three opportunities and the Tenants were given a Notice of Final Opportunity to Schedule a Condition Inspection. The Landlord said he is requesting the full amount of each deposit as the Tenant forfeited their right to the return of the deposits by not participating in the move out condition inspection.

The Landlord continued to say he submitted \$1,130.32 in receipts for clean up and repairs to the rental unit and he had additional supply costs of over \$200.00 and administration costs in filing the application which he did not submit receipts for. The Landlord said he has requested to retain the two deposits in the amount of \$1,200.00 as full payment of his claims.

Analysis

Section 36 of the Act says The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if(a) the landlord complied with section 35 (2) [2 opportunities for inspection], and(b) the tenant has not participated on either occasion.

As well Policy guideline 17 Set off (4) says that if the awarded claim does not exceed the amount of the deposits then the balance of the deposits may be retained by the landlord as the tenant has forfeited the right to their return.

I find the Tenants have forfeited their right to the return of their security deposit and pet deposit and I award the full amount of the security and pet deposits in the amount of \$1,200.00 to the Landlord.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in the amount of \$600.00 and the Tenants' pet deposit in the amount of \$600.00 as full settlement of the Landlord's claims.

Conclusion

The Landlord is ordered to retain the Tenants' security deposit and pet deposit totalling an amount of \$1,200.00.

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*.

Residential Tenancy Branch