



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to retain the security deposit.

The hearing was conducted via teleconference and was attended by the landlord's agent only.

The landlord testified she served the tenant with the notice of hearing documents and her Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 16, 2011 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord confirmed in testimony that the tenancy began on July 1, 2003 as a month to month tenancy with a rent of \$800.000 (at the end of the tenancy) due on the 1<sup>st</sup> of each month with a security deposit of \$350.00 paid on June 4, 2003.

The landlord provided a copy of a Notice of Final Opportunity to Schedule a Condition Inspection for a move out inspection scheduled December 4, 2011 and a copy of the Condition Inspection report completed on that date in the absence of the tenant.

The landlord submits there was damage to three interior doors and that while one of those doors had existing damage at the start of the tenancy the landlord seeks only compensation for 3 doors and costs for hauling away garbage.

The landlord has submitted receipts establishing the value of hauling garbage at \$78.00 and replacement of 4 doors at \$470.00 or a total of \$548.00, however in her Application and confirmed in her testimony the landlord only seeks to retain the security deposit of \$350.00.

### Analysis

Section 35 of the *Act* requires a landlord to provide the tenant with at least two opportunities for a move out inspection with the second opportunity provided in writing and in the format provided by the landlord in this case.

From the evidence and testimony I find the landlord has met this obligation under the *Act*. Section 36 states if the landlord complies with Section 35 and the tenant fails to attend the tenant will extinguish her right to return of a security deposit.

From the testimony and evidence provide, I find the tenant did not attend the move out inspection and as such the landlord is entitled to retain the deposit in its entirety. I also note that the landlord accepts the security deposit as sufficient compensation for the damage done to the doors in the rental unit and garbage hauling and filing fee.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$350.00** comprised of the full claim by the landlord.

I order the landlord may deduct this amount from the security deposit held in full satisfaction of this claim.

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: February 29, 2012.

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Residential Tenancy Branch