



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the landlord's application for authorization to retain all or part of the security deposit and interest. The hearing was originally scheduled for September 27, 2012 and the tenant did not appear at the scheduled hearing time. However, after hearing from the landlord about service of the hearing documents I ordered the hearing adjourned in order to provide the tenant more time to receive the hearing documents. I issued an Interim Decision and ordered the landlord to serve the tenant with the Notice of Adjourned Hearing by registered mail. The hearing reconvened on October 31, 2012 and the tenant did not appear at the reconvened hearing. The landlord provided a registered mail tracking number and testimony that the Notice of Adjourned Hearing was successfully delivered on October 11, 2012.

I was satisfied the tenant had been served and provided sufficient opportunity to participate in the hearing. Accordingly, I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

Has the landlord established an entitlement to retain all or part of the security deposit and interest?

Background and Evidence

The tenant paid a security deposit of \$475.00 on June 2, 2006 for a tenancy set to commence November 1, 2006. Interest of \$15.76 has accrued on the deposit. The tenancy ended August 9, 2012.

I heard that the tenant signed a move-in inspection report at the beginning of the tenancy. Upon receiving the tenant's notice to end tenancy the parties scheduled a move-out inspection for 12:00 p.m. on August 9, 2012. When the landlord attended the property for the inspection on August 9, 2012 the tenant was not present. Rather, the tenant left the keys to the rental unit, mailbox key, and the van left on the property along

with a note. The landlord proceeded to prepare the move-out inspection report without the tenant present.

The landlord is seeking authorization to retain \$418.40 of the deposit for 9 days of pro-rated rent for August 2012 (\$285.97), a tow bill to remove an abandoned vehicle (\$82.43), and recovery of the filing fee (\$50.00).

As evidence the landlord provided copies of: the tenancy agreement, the tenant's notice to end tenancy, the landlord's daytimer for August 9, 2012; invoice for vehicle removal, and the tenant's ledger.

Analysis

A tenant is required to give the landlord at least one full month of written notice in order to end a month-to-month tenancy. A tenant is also required to return vacant possession of the property to the landlord and that includes removal of all vehicles brought onto the property by the tenant.

Based upon the evidence provided to me, I find the landlord has established an entitlement to recover the amounts claimed against the tenant as the tenant violated the Act by not giving sufficient notice to end the tenancy and leaving an abandoned vehicle on the property. Therefore, I award the landlord \$418.40, as claimed.

Generally, where a landlord is awarded less than the amount of the security deposit and interest the tenant will be provided a Monetary Order for the balance remaining. In this case I do not provide the tenant with a Monetary Order as I am satisfied the tenant extinguished his right to the security deposit by failing to participate in the scheduled move-out inspection despite being given the opportunity to do so.

The Act provides that where a landlord has provided the tenant with the opportunity to participate in a condition inspection at the beginning and end of a tenancy and the tenant does not participate, the tenant extinguishes the right to return of the security deposit.

In light of the above, any refund of the balance of the security deposit and interest shall be at the landlord's discretion.

Conclusion

The landlord has established an entitlement to recover \$418.40 from the tenant; however, I do not provide the tenant with a Monetary Order for the remainder of the security deposit and interest as I have found the tenant extinguished his right to its return.

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: November 27, 2012.

Residential Tenancy Branch