



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, MND

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is an application for a monetary order of \$925.00 and a request to retain the full security deposit of \$925.00 towards the claim.

Background and Evidence

The applicant testified that:

- The tenant failed to participate in the move-out inspection.
- They attempted to complete the inspection report with the tenant, however the tenant became increasingly abusive and left before it was completed and refused to sign it.

The respondent testified that:

- He did leave before the move-out inspection was completed, and he did refuse to sign the report, however it was because the landlords were being abusive towards him.
- The female landlord stated that she did not believe that he had had cleaners come to the rental unit, and he took that as being called a liar, which he believes is abusive and therefore he left.

Analysis

Section 36 of the Residential Tenancy Act states that the tenants right to the return of the security deposit is extinguished if the tenant does not participate in the move-out inspection.

In this case it is my finding that the tenant has failed to fully participate in the move-out inspection and therefore it is also my finding that the tenant's right to the return of the security deposit has been extinguished.

Move-out inspections, at times, can be very contentious; however this does not release the parties from the requirement to participate in the inspection.

Conclusion

The tenant's right to the return of the security/pet deposit has been extinguished and I therefore order that the landlord may retain the full security/pet deposit of \$925.00

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*.

Dated: March 11, 2013

Residential Tenancy Branch

