



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of double the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The term tenancy began on December 1, 2012 and ended on the fixed date of June 30, 2013. Rent in the amount of \$800 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$400.00. The Parties mutually conducted move-in inspection.

The Tenant states that she did not participate in the inspection and just sat at a table as the Landlord filled out the form. The Tenant states that she does not know if a copy of this report was provided to the Tenant. The Tenant states that although she noticed nail polish stains on the table, she did not say anything. The Landlord states that a copy of the move-in inspection was provided to the Tenant.

The Tenant states that although the Landlord provided her with two opportunities to conduct a move-out inspection, the Tenant states that she did not participate as the Landlord was calling her a liar and a thief and that she did not feel safe to attend. The Tenant states that she is alone and had no one to attend the inspection in her place. The Landlord denies calling the Tenant a liar and refers to her submissions. The Landlord states that she did a move-out inspection without the Tenant but did not fill out a report and did not provide a copy to the Tenant. The Landlord states that she did not make an application to make a claim as she believed that the Tenant's right to claim the security deposit had been extinguished as a result of the Tenant's refusal to attend a move-out inspection.

Analysis

Section 36 of the Act provides that the right of a tenant to the return of a security deposit is extinguished if the landlord offers at least two opportunities for a move-out inspection to the tenant and the tenant has not participated on either occasion. Although the Tenant states that she did not attend due to her safety with the Landlord, I do not find that the Tenant's evidence of the basis for her safety concerns provides a justifiable reason for not attending the inspection. As the Tenant did not attend a move-out inspection or send a representative, I find that the Tenant's right to claim return of the security deposit to be extinguished. As a result, the Tenant has not substantiated her claim to the return of the security deposit and I dismiss the Tenant's application.

Conclusion

The Tenants' application is dismissed.

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 05, 2013

Residential Tenancy Branch

