



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on April 3, 2014, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on June 30, 2013 and ended on March 29, 2014. The tenants were obligated to pay \$1250.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$625.00 security deposit and \$625.00 pet deposit. Condition inspection reports were conducted at move in and move out.

The landlord stated that the tenant was given three opportunities in writing, to attend a move out condition inspection. The landlord stated that the tenant chose not to attend and did not provide an alternative date and time. The landlord stated that he is incurred a loss of revenue due to the tenant breaking the lease and substantial damage to the unit totalling over \$7000.00. The landlord stated that he is seeking to retain the deposits only at this time and does not wish to pursue the loss of revenue or damages.

### Analysis

Section 36 of the Act addresses the issue before me as follows:

**Consequences for tenant and landlord if report requirements not met**

**36** (1) 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.

The landlord has satisfied me that he has met his obligations under the Act and is therefore entitled to retain the security and pet deposits. The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$1300.00. I order that the landlord retain the security and pet deposits in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 28, 2014

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Residential Tenancy Branch

