



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was scheduled to deal with a landlord's application to retain a portion of the security deposit. The tenant did not appear at the hearing. The landlord provided a registered mail receipt number as proof the hearing documents were sent to the tenant at his forwarding address on June 18, 2014. I was satisfied the tenant was served with the hearing package and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Is the landlord authorized to retain the security deposit?

### Background and Evidence

By way of this Application, the landlord requested \$185.00 as compensation to repair damage to the electrical wiring in the kitchen, a repair to the gas fireplace, and garbage removal.

I noted that on page 3 of the move-out inspection report it appeared as though the tenant had already authorized the landlord to withhold \$185.00 from the security deposit. The landlord explained that he filed this Application for Dispute Resolution to ensure he complied with requirements of the Act. The landlord appeared to be uncertain as to handling of the security deposit and associated consequences.

The landlord submitted the following information:

- The tenancy commenced November 1, 2012 and ended on June 1, 2014
- The tenant had paid a security deposit of \$415.00

- The landlord prepared move-in and move-out inspection reports and on the move-out inspection report the tenant authorized the landlord to deduct \$185.00 from the security deposit
- The landlord mailed to the tenant a refund of the balance of the security deposit

I was provided a copy of pages 1-3 of the 4 page move-out inspection report as documentary evidence for this proceeding.

### Analysis

Under the Act, a landlord may obtain a tenant's written authorization to make deductions for damage to the property provided the landlord complied with the Act with respect to his obligations to prepare and provide the tenant with a condition inspection report at the beginning and end of the tenancy.

Where a landlord has not met his obligations to provide the tenant with condition inspection reports the landlord may not obtain a tenant's consent for deductions from the security deposit for damage to the property. However, the landlord retains the right to file an Application for Dispute Resolution to seek compensation for damage.

I was not provided a copy of the move-in inspection report; thus, I find I cannot conclude the move-in inspection report was prepared in accordance with the Act. Nor, am I able to conclude the landlord gave a complete copy of the move-out inspection report to the tenant since the landlord did not provide a complete copy to the Branch. Therefore, I find I am unable to conclude whether the landlord had the right to seek the tenant's consent for deductions from the security deposit for damage to the property and I proceed to consider whether the landlord is otherwise entitled to compensation from the tenant for damage and garbage removal.

Based upon the undisputed submissions of the landlord as to the damage caused by the tenant and the need for garbage removal, and considering the tenant had apparently agreed with the landlord's assessment of the associated loss by authorizing the landlord to deduct \$185.00 from the security deposit, I am satisfied the landlord suffered a loss of \$185.00 due to the tenant's actions or neglect. Since the landlord continues to hold \$185.00 of the tenant's security deposit; pursuant to section 72 of the Act I offset the amount owed to the tenant for his deposit with the amount I award to the landlord with this decision. Therefore, I authorize the landlord to retain \$185.00 from the tenant's security deposit.

I make no award for recovery of the filing fee as this proceeding was not necessary had the landlord met his obligations to prepare and provide the tenant without condition inspection reports.

Conclusion

The landlord has been authorized to retain \$185.00 of the tenant's security deposit.

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: October 16, 2014

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Residential Tenancy Branch

