



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, O, OPC

Introduction

This was an application for an Order of Possession, and a request to retain a portion of the security deposit for damages.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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

An Order of Possession is not required because the tenant had moved out of the rental unit before the landlord even applied for the dispute resolution.

The issue therefore is whether or not the landlord can retain a portion of the security deposit for damages.

Decision and Reasons

Section 23(4) of the Residential Tenancy Act states:

The landlord must complete a condition inspection report in **accordance with the regulations**.

Further **Section 24(2)(c)** of the Residential Tenancy Act states:

(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

(c) does not complete the condition inspection report and give the tenant a copy of it **in accordance with the regulations**.

In this case the move-in/moveout inspection reports completed by the landlord were not completed in accordance with the regulations, and therefore it's my finding that the landlord does not have the right to claim against the security deposit for damages.

The Residential Tenancy Regulations state that there is standard information that must be included in the inspection record, and it's my finding that the landlord's inspection report is missing important portions of the standard information "that must be included".

Since the landlord does not have the right to claim against the security deposit for damages, I have issued an Order for the landlord to return the remainder of the security/pet deposit to the tenant. The tenant paid a combined security/pet deposit of \$725.00, and only \$105.00 has been returned. Therefore the landlord must return the remaining \$620.00 to the tenant.

Conclusion

The landlord's application to retain a portion of the security deposit is dismissed without leave to reapply, and I have issued a Monetary Order for the landlord to pay \$620.00 to the tenant.

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 27, 2014

Residential Tenancy Branch

