



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNSD, MNDC

Introduction

This hearing dealt with an application by the landlord for an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by e-mail pursuant to a successful application for substitute service issued from the Branch on September 14, 2014, the tenant did not participate in the conference call hearing. The landlord also made numerous attempts to serve the tenant in person by way of process servers to the address provided by the tenant for the Supreme Court of Canada hearing. I find that the tenant has been duly notified of this hearing as well as being served the evidence in accordance with the Act. The hearing proceeded and concluded on this date.

Issue to be Decided

Is the landlord entitled to retain the security deposit as claimed?

Background, Evidence and Analysis

The landlords counsel submitted the following:

The tenancy began on March 31, 1984 and ended on June 15, 2014. The tenants were obligated to pay \$1200.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$297.50 security deposit.

I address the landlord's claims and my findings around each as follows.

Counsel for the landlord advised that these two parties have been involved in Branch and Court proceedings from 2009-2014. The parties argued their positions through tribunals as well as the Supreme Court of Canada. The landlord was successful in their application in having the tenancy end June 15, 2014 as well as costs exceeding \$1000.00. Counsel stated that numerous verbal requests to schedule a move out condition inspection were ignored by the tenant. Counsel stated that a notice to schedule a condition inspection report was served on the tenant on two separate occasions. Counsel stated that the tenant declined to participate in the move out condition inspection report. Counsel stated that they are relying on Section 36(1) of the Act as the basis of their claim.

Section 36(1) of the Act states:

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 submitted documentary evidence to support their claim. Based on the evidence before me and in the absence of any disputing evidence from the tenant I grant the \$297.50 security deposit and the \$375.55 in accrued interest to the landlord.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord is entitled to retain the security deposit and accrued interest. I grant the landlord a monetary 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: March 10, 2015

Residential Tenancy Branch

