



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the Landlords to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on November 23, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the absences of the Tenant.

### Issues(s) to be Decided

1. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on October 20, 2013 as a month by month tenancy. Rent was \$750.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$350.00 on October 18, 2013. The Landlord said the Tenant moved out of the rental unit on October 15, 2014 and the tenancy ended on October 31, 2014. The Landlord said the Tenant gave her a forwarding address on October 30, 2014 but it turned out to be the wrong address so the Landlord got the correct forwarding address from the Tenant on November 23, 2014.

The Landlord said she did not complete a move in condition inspection report with the Tenant because the Tenant would not participate. The Landlord did submit the inspection report that she and her agent did with her signature on it. The Landlord continued to say she gave the Tenant two opportunities to do the move out condition inspection report but the Tenant declined to participate on both occasions. The Landlord said she submitted text messages with the dates of October 31 and November 1, 2014 to do the inspections to support her testimony. The Landlord also submitted the Tenant's text message declining the opportunity to do the inspection reports.

The Landlord continued to say that she has applied for cleaning costs of \$220.00, repair costs of \$120.35 and garbage removal costs of \$21.00. The Landlord said these costs exceed the security deposit of \$350.00, but she has applied only to retain the security deposit and recover the filing fee. The Landlord also provide before, during and after the tenancy photographs to support her claims. The photographs showed the Tenant left the unit in poor condition.

### Analysis

Sections 23 explain the requirements for landlords and tenants with respect to move in condition inspection reports. They are as follows:

#### **Condition inspection: start of tenancy or new pet**

- 23** (1) The landlord and tenant together must inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day.
- (2) The landlord and tenant together must inspect the condition of the rental unit on or before the day the tenant starts keeping a pet or on another mutually agreed day, if
- (a) the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy, and
  - (b) a previous inspection was not completed under subsection (1).
- (3) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.
- (4) The landlord must complete a condition inspection report in accordance with the regulations.
- (5) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.
- (6) The landlord must make the inspection and complete and sign the report without the tenant if
- (a) the landlord has complied with subsection (3), and

(b) the tenant does not participate on either occasion.

**Condition inspection: end of tenancy**

**35** (1) The landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit

(a) on or after the day the tenant ceases to occupy the rental unit, or

(b) on another mutually agreed day.

(2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(3) The landlord must complete a condition inspection report in accordance with the regulations.

(4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

(5) The landlord may make the inspection and complete and sign the report without the tenant if

(a) the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or

(b) the tenant has abandoned the rental unit.

I accept the evidence and testimony provided by the Landlord and find the Landlord has complied with the Act, regulations and Tenancy agreement. I award the Landlord the Tenant's security deposit of \$350.00 to cover the Landlord's costs to clean and repair the rental unit.

As the Landlord has been successful in this matter I order the Landlord to recover the \$50.00 for the filing fee for this proceeding from the Tenant. A monetary order for \$50.00 has been issued to the Landlord.

**Conclusion**

The Landlord is ordered to retain the Tenant's security deposit in the amount of \$350.00.

A Monetary Order in the amount of \$50.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: June 08, 2015

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Residential Tenancy Branch

