



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order permitting her to retain the security deposit. Both parties were represented at the hearing, with the landlord's agent GN appearing on her behalf and both tenants being represented by the tenant SG. Where I refer to the tenants in the singular form, it is SG to whom I refer.

### Issue to be Decided

Should the landlord be permitted to retain the security deposit?

### Background and Evidence

The relevant facts are not in dispute. The tenancy began on August 1, 2014 at which time the tenants paid a \$775.00 security deposit. The term of the tenancy was set to end on July 31, 2015, but the tenants vacated the rental unit on or about November 30, 2015. The landlord's agent set up a time to conduct a move-out condition inspection of the unit together with the tenant but did not attend that appointment. At the hearing, he testified that he believed it would be better if he inspected the unit without the tenants being present.

### Analysis

The landlord is seeking to retain the security deposit, to be applied to loss of rental income. Section 36(2) of the Act provides that the landlord's right to claim against the security deposit is extinguished if the landlord does not provide the tenants with 2 opportunities for inspection at the end of the tenancy or does not participate in the inspection. I find that by failing to participate in the condition inspection of the unit, the landlord has extinguished her right to claim against the security deposit and I therefore dismiss the claim.

As the landlord does not have the right to retain the security deposit, I order her to return the deposit in full to the tenants forthwith. I grant the tenants a monetary order under section 67 for \$775.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord's claim is dismissed and the tenants are granted a monetary order for \$775.00.

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 22, 2015

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Residential Tenancy Branch

