



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a compensation for loss or damage under the Act, regulations or tenancy agreement, 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 March 18, 2015. 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 Tenant's absence.

Issues(s) to be Decided

1. Is there a loss or damage and if so how much?
2. Is the Landlord entitled to compensation for the loss or damage and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on November 1, 2014 as a fixed term tenancy with an expiry date of October 31, 2015. Rent was \$650.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$325.00 on October 17, 2014. The Landlord said the Tenant moved out as a result of a 1 Month Notice to End Tenancy for Cause dated January 27, 2015. The Landlord said the rental unit was vacant by February 27, 2015. The Landlord said a move in condition inspection was completed and signed on November 3, 2014 and a move out inspection was not completed with the Tenant as the Tenant moved out without notice. The Landlord said they gave the Tenant two opportunities to participate in the move out inspection on February 28, 2015 and March 2, 2015, but the Tenant did not participate. The Landlord completed the move out inspection on March 3, 2015.

The Landlord said the following damage loss was caused by the Tenant:

- | | |
|---|----------|
| 1. Garbage removal | \$ 25.00 |
| 2. Lock and Key replacement(keys no returned) | \$125.00 |
| 3. Laundry card replacement | \$ 25.00 |

4. Administration fee as per Tenancy Agreement	\$ 25.00	
5. GST	\$ 2.50	
6. Filing Fee	\$ 50.00	
Total		\$252.50

The Landlord continued to say as the Tenant did not participate in the move out inspection and the Landlord completed the condition inspections as required by the Act so the Tenant should forfeit her security deposit of \$325.00.

Analysis

Section 36 of the Act says (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.

I accept the Landlords testimony and evidence that the Tenant did cause damage or loss to the Landlord and the Tenant did not participate in the move out condition report as required by the Act therefore I order the Landlord to retain the Tenant's security deposit of \$325.00 as full settlement of the Landlord's claim.

Conclusion

The Landlord is ordered to retain the Tenant's security deposit of \$325.00.

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: August 25, 2015

Residential Tenancy Branch

