



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This was a hearing with respect to the landlords' application for a monetary order and an order to retain the security deposit. the hearing was conducted by conference call. The landlords called in and participated in the hearing. The tenants did not attend although the tenant L.P. was personally served with the application for dispute resolution and Notice of Hearing at the tenants' business premises on May 13, 2015.

### Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?  
Are the landlords entitled to retain the security deposit?

### Background and Evidence

The rental unit is a strata title apartment in Port Moody. The tenancy began in May, 2010. The initial monthly rent was \$1,600.00 and the tenants paid a security deposit of \$800.00 at the commencement of the tenancy. The tenants signed a renewal tenancy agreement for a term commencing May 1, 2014.

The tenants moved out in April, 2015 in response to a request by the landlord. They received a month's free rent in exchange for moving out.

The landlords testified that the tenants refused to participate in a move-out condition inspection at the end of the tenancy. The landlord submitted copies of invoices and receipts for cleaning and repairs to the rental unit. The landlords have claimed amounts for cleaning and repairs that exceed the amount of the security deposit, but the landlords' position at the hearing is that they wish to retain the tenants' security deposit in full and final satisfaction of their claims for damage and cleaning. The landlords testified that they made this proposal to the tenants when the tenants made a verbal

request for the return of the security deposit. The tenants have not provided the landlords with their forwarding address. They have not made a written request for the return of their deposit and they have not filed an application for dispute resolution to claim the return of their deposit. The landlords said that they have brought this claim seeking to retain the deposit after the tenants made a verbal request for the return of the deposit.

### Analysis

The landlord has provided invoices for claims for cleaning and repairs totalling \$4,671.00.

Section 36 (1) of the *Residential Tenancy Act* provides that a tenant's right to the return of security deposit is extinguished if the landlord complies with the requirements to offer the tenants opportunities to participate in a condition inspection and the tenant does not participate. I accept the landlords' testimony that the tenants refused to participate in a move-out inspection and that their right to the return of the security deposit has therefore been extinguished.

### Conclusion

I allow the landlords' claim and I order that the landlords' retain the security deposit in the amount of \$800.00 in full and final satisfaction of all claims arising out of the tenancy. All other claims by the landlord are dismissed without leave to reapply. I make no order with respect to the filing fee for this application.

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 20, 2015

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Residential Tenancy Branch

