



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent, for a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

At the outset of the hearing the Agent for the Landlord stated that the Landlord is simply seeking authority to retain the Tenant's security deposit and the Landlord is not seeking a monetary Order.

The Agent for the Landlord stated that on September 11, 2015 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on September 14, 2015 were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to keep all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on February 01, 2013;
- the tenancy ended on August 31, 2015;
- the Tenant agreed to pay monthly rent of \$720.00 by the first day of each month;
- the Tenant paid a security deposit of \$360.00;

- the Tenant provided a forwarding address on August 17, 2015, which is the service address noted on this Application for Dispute Resolution;
- a condition inspection report was completed at the beginning of the tenancy on February 01, 2013, in the presence of the Tenant;
- he scheduled several times to complete a condition inspection report at the end of the tenancy;
- whenever he went to the rental unit at those scheduled times the Tenant was either not ready for the inspection or he was not at the rental unit;
- he met with the Tenant on August 31, 2015 for the purposes of completing the final inspection but the Tenant was not ready for a final inspection;
- on August 31, 2015 he posted a Notice of Final Opportunity to Schedule a Condition Inspection on the door of the rental unit;
- the Notice of Final Opportunity to Schedule a Condition Inspection declared that a final inspection will be completed at 8:30 a.m. on September 04, 2015;
- he went to the rental unit on September 04, 2015 at 8:30 a.m. and the Tenant was not ready to inspect the unit;
- they agreed to meet again at 4:30 p.m. on September 04, 2015;
- he went to the rental unit on September 04, 2015 at 4:30 p.m. and the Tenant was not there;
- he completed a condition inspection report, in the absence of the Tenant, at 4:30 p.m. on September 04, 2015; and
- a copy of the condition inspection report was served to the Tenant on September 11, 2015 as evidence for these proceedings.

### Analysis

Section 35 of the *Act* stipulates that:

- a landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit;
- the landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection;
- the landlord must complete a condition inspection report in accordance with the regulations;
- both the landlord and tenant must sign the condition inspection report;
- the landlord must give the tenant a copy of the report in accordance with the regulations;
- the landlord may make the inspection and complete and sign the report without the tenant if the landlord has offered the tenant at least 2 opportunities, as prescribed, for the inspection and the tenant does not participate on either occasion.

On the basis of the undisputed evidence I find that the Landlord complied with section 35 of the *Act* because the Agent for the Landlord gave the Tenant more than two opportunities to participate in a final inspection, one of which was in writing; the Agent

for the Landlord completed the final condition inspection report after the Tenant failed to attend the scheduled appointments and/or was not prepared to participate in the final inspection; and the Agent for the Landlord gave the Tenant a copy of the final condition inspection report.

Section 36(1) of the *Act* stipulates that a tenant's right to the return of the security deposit or pet damage deposit, or both, is extinguished if the landlord has provided two opportunities to participate in the final inspection, one of which was in writing, and the tenant has not participated on either occasion.

As I have found that the Landlord provided the Tenant with at least two opportunities to participate in the final inspection, one of which was in writing, and that the Tenant did not participate on either occasion, I find that the Tenant extinguished his right to the return of the security deposit.

As the Tenant extinguished his right to the return of the security deposit, I grant the Landlord's application to retain the security deposit of \$360.00.

#### Conclusion

The Landlord has established the right to retain the Tenant's security deposit.

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 15, 2016

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Residential Tenancy Branch

