



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

During the hearing the Landlord withdrew all claims except the claim to retain the security deposit and limits her claim to the amount of the security deposit.

Issue(s) to be Decided

Is the Landlord entitled to retain the full security deposit?

Background and Evidence

The tenancy started on October 1, 2015 and ended on February 29, 2016. Rent of \$1,000.00 was payable monthly. At the outset of the tenancy the Landlord collected \$500.00 as a security deposit. The Parties mutually conducted a move-in inspection

and completed a report. The Tenant provided its forwarding address on February 29, 2016.

The Landlord offered the Tenant two opportunities to conduct an inspection and the Tenant refused to attend the first opportunity and failed to respond to the second opportunity. The Landlord completed the inspection without the Tenant, completed an inspection report and provided a copy to the Tenant with the evidence packages, copies of which were all provided to the Tenant. The Landlord claims \$500.00.

Analysis

Section 36 of the Act provides that the right of a tenant to the return of a security deposit is extinguished if the landlord has given the tenant 2 opportunities for an inspection and the tenant has not participated on either occasion. Based on the Landlord's undisputed evidence I find that the Tenant failed to attend either opportunities for an inspection offered by the Landlord and that the Tenant's right to return of the security deposit is extinguished. I therefore find that the Landlord is entitled to the retention of the security deposit of \$500.00 plus zero interest.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$500.00 in full satisfaction of the claim. 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 13, 2016

Residential Tenancy Branch