



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MND

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application in response to the tenants' application and this hearing by registered mail. Canada Post tracking information was submitted in the landlord's evidence. In addition, the tenant filed their application for first and initiated the dispute resolution process and was fully aware of today's hearing.

Based on the submissions of the landlord, I find the tenant was served notice of this proceeding, pursuant to section 88 and 90 of the *Act*. Therefore, I continued in the absence of the tenant.

The tenant chose not to dial into the conference or submit any documentation for this hearing; accordingly, I dismiss the tenants' application in its entirety.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on December 15, 2010 and ended on November 4, 2015. The tenants were obligated to pay \$1975.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$987.50 security deposit and \$493.75 pet deposit. The landlord testified that he and the tenants used to be very good friends and that they played on the same hockey team, but now they play against each other. The landlord testified that the tenant left the unit with excessive damage and "absolutely filthy". The landlord testified that the tenant abandoned the unit and did not attend the move out condition inspection. The landlord testified that he made six attempts to do the move out condition inspection with the tenant; the final attempt in writing, but to no avail.

The landlord testified that he just wants to be left alone and seeks to only to retain the deposits. The landlord testified that the tenant has no money and "you can't get blood from a stone". The landlord testified that although the tenant caused over \$8100.00 damage he just wants to keep the deposits and walk away from this situation.

Analysis

Section 24 of the Act addresses the issue before me as follows.

Consequences for tenant and landlord if report requirements not met

- 24** (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 has complied with section 23 (3) [*2 opportunities for inspection*], and
 - (b) the tenant has not participated on either occasion.

Based on the supporting documentation of the landlord and his undisputed testimony, I find that the tenant has extinguished their rights to the security and pet deposit. The landlord is entitled to retain them both.

Although the landlord supplied extensive documentation to support his claim that the tenant left the unit damaged and dirty, he only seeks to retain the deposits.

Conclusion

The landlord is entitled to retain the security and pet deposits in full satisfaction of his claim.

The tenants' application is dismissed in its entirety.

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 13, 2016

Residential Tenancy Branch

