



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlords' application under the *Residential Tenancy Act* (the *Act*) for:

- authorization to retain all or a portion of the tenants' security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing which lasted approximately 12 minutes. The landlords attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord JN (the "landlord") primarily spoke for both co-landlords.

The landlord testified that the landlords' application for dispute resolution dated January 18, 2017 was served on the tenants by registered mail sent on that date. The landlord testified that the application was mailed to the address for service provided by the tenants at the earlier hearing under the file number on the first page of this decision. The landlords provided a Canada Post tracking number as evidence of service. I find that the tenants were deemed served with the landlord's application package pursuant to sections 88, 89 and 90 of the *Act* on January 23, 2017, five days after mailing.

### Issue(s) to be Decided

Are the landlords entitled to retain all or a portion of the security deposit for this tenancy? Are the landlords entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This tenancy began in September, 2016 and was ended January, 2017. A security deposit of \$750.00 was paid by the tenants at the start of the tenancy and is still held by the landlords.

The landlord testified that the tenants abandoned the rental unit and did not participate in an inspection of the rental unit at either the start or the end of the tenancy. The landlord said that the tenants did not provide a forwarding address in writing. The tenants provided their address for service orally at the previous hearing under the file number on the first page of this decision.

The landlord testified that the rental unit was left in a state of disrepair and damaged. The landlord said that numerous fixtures had been removed from the rental unit and the tenants failed to return the keys to the rental unit.

### Analysis

Section 24 of the *Act* outlines the consequences to the landlord and tenant if reporting requirements are not met. The section reads in part:

- 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.

I accept the landlord's evidence that the tenants failed to participate in a condition inspection and find the tenants have extinguished their right to claim against the security deposit.

I accept the undisputed evidence of the landlords that the rental unit was damaged and the tenants removed fixtures from the unit. Accordingly, I find that the landlords are entitled to retain the security deposit for this tenancy.

As the landlords' application was successful the landlord is also entitled to recover the \$100.00 filing fee for this application from the tenants.

Conclusion

The landlord is authorized to retain the \$750.00 security deposit for this tenancy.

I issue a Monetary Order in the landlords' favour in the amount of \$100.00 against the tenants. The tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 6, 2017

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Residential Tenancy Branch