



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to section 38 the *Residential Tenancy Act* (the "Act") for a return of the deposit for this tenancy.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As both parties were present service was confirmed. The parties each confirmed receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the tenant entitled to a return of the deposit for this tenancy?

Background and Evidence

This periodic tenancy began in March 2019 and ended June 1, 2019. The monthly rent was \$1,000.00 payable on the first of each month. A security deposit of \$500.00 was collected and is still held by the landlord.

The parties participated in a move-in inspection at the start of the tenancy and prepared a condition inspection report. The tenant testified that they did not participate in a move-out inspection despite being offered multiple opportunities by the landlord to participate. The landlord provided copies of correspondence attempting to schedule an inspection with the tenant. A copy of the inspection reports were submitted into evidence.

The tenant gave rambling testimony regarding the condition of the suite at the outset of the tenancy, various deficiencies they believed were present and their attempts to clean the suite.

Analysis

Section 36(1) of the Act provides that the right of a tenant to the return of the security deposit is extinguished if the landlord provides 2 opportunities for an inspection and the tenant fails to participate.

The tenant gave testimony that they did not participate in a move out inspection despite being provided at least 2 opportunities by the landlord. The landlord confirmed that they have offered the tenant multiple opportunities as evidenced in their correspondence, but the tenant did not participate in a move-out inspection.

Consequently, I find that the tenant has extinguished their right to a return of the deposit for this tenancy and that the landlord is authorized to retain the full amount of the deposit.

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord is authorized to retain the full amount of the security deposit for this tenancy.

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: January 7, 2020

Residential Tenancy Branch