

DECISION

This was a cross - application by the landlord and the tenant.

The tenant called into the conference bridge at the designated time. Despite having been served with the application for dispute resolution and notice of hearing by registered mail the landlord did not participate in the conference call hearing. On waiting the required time for all participants to call into the conference call, this hearing continued without the participation of the Landlord.

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

What remains before me is the tenant's application for the return of the balance of the security deposit held back by the landlord in the amount of \$130, plus recovery of the filing fee for the cost of this application.

The tenant paid a security deposit of \$500 on April 15, 2008. On vacating the rental unit on November 29, 2008 the landlord determined to immediately give the tenant \$370 and withheld the balance of \$130 from the security deposit. The tenant's testimony is that this was done without his written approval or consent and in the absence of a move-in or move-out inspection. The tenant claims he is unaware as to why the landlord withheld the amount of \$130. The tenant is not requesting compensation under section 38(6), but simply requests the return of the over held portion of the security deposit in the amount of \$130.

In the absence of any other evidence before me in this matter, I find the tenant is entitled to the return of all the security deposit. In this matter, the tenant is granted a monetary order for \$130 plus accrued interest from April 15, 2008 in the amount of \$1.39, and \$50 filing fee for this application, for a total monetary order of **\$181.39**.

Dated February 19, 2009.