



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW CONSIDERATION DECISION

Dispute Codes: FF MNSD

Introduction

A dispute resolution hearing was held on January 12, 2012 and a decision and order were issued on that same date. The applicant did not attend the original hearing.

Division 2, Section 79(2) under the *Residential Tenancy Act* says a party to the dispute may apply for a review of the decision. The application must contain reasons to support one or more of the grounds for review:

1. A party was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control.
2. A party has new and relevant evidence that was not available at the time of the original hearing.
3. A party has evidence that the director's decision or order was obtained by fraud.

Issues

At issue is whether or not the applicant was unable to attend the hearing due to circumstances that could not be anticipated and were beyond his control and whether, even if the submissions in the application are accepted, the decision or order of the director should be set aside or varied

Facts and Analysis

The application contains information under Reasons Number 1

The applicant states "never received order, notification, unaware of hearing, unable to receive at post office due to differing delivery numbers".

The applicant has not made it clear however what he means by differing delivery numbers and why he was unable to receive the documents of the post office.

Secondly even if I accept the submission that he was unable to receive the notice of hearing, the information provided by the applicant discloses no basis on which, the decision or order of the director should be set aside or varied.

The applicant claims that the tenant verbally agreed to allow him to keep the security deposit, however the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get **written permission** from the tenants to keep the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

Therefore since the applicant did not get written permission to keep the deposit, and did not apply for dispute resolution within the 15 day time limit, the applicant did not comply with the Residential Tenancy Act.

Decision

I am not willing to grant a new hearing through the review process.

The decision made on January 12, 2012 stands.

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 31, 2012.

Residential Tenancy Branch