



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled to deal with the landlord's application for a Monetary Order for damage, unpaid rent, and damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenant's security deposit.

The landlord did not appear at the hearing despite leaving the teleconference call open for at least 10 minutes. One of the named co-tenants appeared and confirmed she was representing both named tenants and that she was prepared to deal with the landlord's claims against them.

As the landlord did not attend the hearing to present his claims I dismissed the landlord's application in its entirety.

The tenant confirmed that she had not received return of the security deposit. As part of the landlord's application was to deal with the security deposit I proceeded to consider whether the tenants are entitled to its return.

Issue(s) to be Decided

Are the tenants entitled to return of the security deposit?

Background and Evidence

As supported by the landlord's documentary evidence and the tenant's verbal testimony the tenants paid a \$600.00 security deposit. The tenants participated in a move-in inspection and they were provided a copy of the move-in inspection report.

The tenant submitted that her husband, the other co-tenant, participated in the move-out inspection with the landlord on February 29, 2012 although her husband did not sign the move-out report because he did not agree with the landlord's assessment.

The tenant submitted that the tenants did not authorize any deductions from the security deposit in writing and this is consistent with the landlord's documentary evidence.

The tenants' forwarding address appears on the move-out inspection report. The tenant submitted that they also sent their forwarding address to the landlord in the mail and then by registered mail.

The landlord used the tenants' forwarding address in filing his Application for Dispute Resolution on March 5, 2012. As of the date of the hearing the tenant affirmed that the tenants had not yet received a refund of the security deposit.

Analysis

Residential Tenancy Policy Guideline 17 provides information with respect to the return or retention of the security deposit through the dispute resolution process. Below I have provided an excerpt from the policy guideline.

RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH ARBITRATION

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:
 - a landlord's application to retain all or part of the security deposit, or
 - a tenant's application for the return of the deposit unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for arbitration for its return.

In this case, the landlord applied to retain the security deposit in partial satisfaction of amounts claimed against the tenants. Since the landlord's claims against the tenants have been dismissed with this decision I order the landlord to return the security deposit to the tenants.

Provided to the tenants with this decision is a Monetary Order in the amount of \$600.00 to serve upon the landlord and enforce as necessary.

Conclusion

The landlord is ordered to return the \$600.00 to the tenants immediately. The tenants have been provided a Monetary Order in the amount of \$600.00 to serve and enforce as necessary.

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: May 16, 2012.

Residential Tenancy Branch