



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order for alleged damages to the rental unit, for alleged unpaid rent, for an order to keep the security deposit in satisfaction of the claim and to recover the filing fee for the Application.

Preliminary Issues

An Agent for the Landlord appeared at the first hearing of this matter on June 4, 2012, and objected to the Tenant providing evidence late. The hearing was adjourned to allow the Landlord time to review the Tenant's evidence and a Notice of the Reconvened Hearing, was sent to both parties. However, no one representing the Landlord called into the reconvened hearing today, June 25, 2012. The Tenant and his Advocate were present for both hearings.

As the Landlord failed to appear for this hearing, and the Tenant was present and willing to proceed, I dismiss the Landlord's Application for Dispute Resolution without leave to reapply.

I note the Landlord has not returned the security deposit and interest to the Tenant, as that formed a part of the Landlord's claim. In the circumstances here, where the Landlord continues to hold a deposit, the policy guideline requires I order the Landlord to return the security deposit and interest to the Tenant.

The Tenant acknowledged that he had not cleaned the blinds at the rental unit and agreed that the Landlord could retain \$50.00 from the security deposit for this.

Therefore, I order the Landlord to retain the sum of \$50.00 from the security deposit and interest held of \$207.08, and I order the Landlord to return the balance of **\$157.08** to the Tenant immediately. The Tenant is granted a monetary order in this amount and must serve the Landlord with a copy of the order. This order may be enforced in the Provincial Court of British Columbia.

Conclusion

The Landlord failed to appear at the reconvened hearing of this matter, although the Tenant and his Advocate appeared. Therefore, the Landlord's Application is dismissed without leave to reapply.

The Landlord may keep \$50.00 for blind cleaning from the security deposit and interest held of \$207.08, and is ordered to return the balance of **\$157.08** to the Tenant immediately.

This decision is final and binding on the parties, unless otherwise provided in the Act, and 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: June 25, 2012.

Residential Tenancy Branch