



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

**MNDC, MNSD, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The tenant was available at the start of the hearing. I entered the hearing at 10:31 a.m.; the landlord was not present. The conference call hearing remained active until 10:40 a.m.; the landlord did not enter the hearing. The Notice of hearing instructs participants to remain on the line, during which time they will hear music until other join the call.

Therefore, in accordance with Residential Tenancy Rules of Procedure, as the landlord failed to attend the hearing by 10:40 a.m. and the tenant was present, I dismissed the landlord's application.

Residential Tenancy Branch policy suggests that when a landlord applies to retain the deposit, any balance should be ordered returned to the tenant; I find this to be a reasonable stance. Therefore, as the landlord's application has been dismissed I order return of the \$625.00 deposit to the tenant. The tenant confirmed that the tenancy ended on October 31, 2012; the address was given prior to the end of the tenancy and the landlord applied claiming against the deposit within 15 days.

Based on these determinations I grant the tenant a monetary Order in the sum of \$625.00, for return of the security deposit. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

### Conclusion

The landlord's claim is dismissed.

The tenant is entitled to return of the security deposit in the sum of \$625.00; a monetary order is that sum has been issued to the tenant.

This decision is final and binding on the parties, unless otherwise provided under 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: February 07, 2013

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Residential Tenancy Branch

