



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND MNR, MNSD, MNDC, FF

Introduction

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

The respondent was present at the start of the 9 a.m. hearing; the landlord did not attend.

At 9:10 a.m., in the absence of the landlord I dismissed the landlord's application.

The tenant provided affirmed testimony that he had paid a \$700.00 security deposit which the landlord has been told he may retain toward rent owed for June, 2013. The tenant has vacated the unit.

Therefore, based on the tenant's testimony I find, pursuant to section 62(3) of the Act, that the landlord is entitled to retain the security deposit toward any rent owed for June 2013.

Conclusion

The application is dismissed.

The landlord, by agreement of the tenant, may retain the security deposit toward rent owed for June 2013.

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: July 22, 2013

Residential Tenancy Branch

