



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 627417 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This telephone conference call hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss, for authority to retain the tenant's security deposit, and for recovery of the filing fee.

The hearing began at 9:00 a.m. as scheduled and the telephone system remained open and was monitored for 12 minutes. During this time, the applicant/landlord did not dial into the telephone conference call hearing; however the tenant appeared at the hearing and was ready to proceed.

Issues

Should the landlord's application be dismissed?

Is the tenant entitled to a return of her security deposit?

Background and Evidence

As the landlord failed to submit documentary evidence with their application as required, including a tenancy agreement or detailed calculation of their monetary claim, the tenant provided testimony that this tenancy began on February 15, 2012, ended on May 1, 2013, monthly rent was \$595, and the tenant paid a security deposit of \$297.50 at the beginning of the tenancy.

The tenant said that she was not sure why the landlord filed an application for dispute resolution, as the parties had a great relationship during the tenancy, with little to no issues, and had submitted proper notice that she was ending the tenancy.

The tenant also said that the landlord has not returned her security deposit, despite providing a written forwarding address on April 19, 2013.

The tenant's relevant documentary evidence included a copy of her written forwarding address dated April 19, 2013, a copy of her notice to vacate, dated March 28, 2013, and

copies of text message communication between the parties. The tenant said that she sent this evidence via registered mail to the landlord on July 22, 2013. I note that the landlord provided a response to the tenant's documentary evidence.

Analysis and Conclusion

In the absence of the landlord to present their claim and due to the tenant's appearance at the hearing, pursuant to section 10.1 of the Residential Tenancy Branch Rules of Procedure (Rules), I dismiss the landlord's application, without leave to reapply.

As to the tenant's security deposit, Residential Tenancy Branch Policy Guideline 17 states the Arbitrator will order a return of the tenant's security deposit on the application of the landlord claiming against the security deposit, as applicable.

In the case before me, as I have dismissed the landlord's application claiming against the security deposit, which I find is \$297.50 as per the tenant's undisputed evidence, and as I find that the tenant has not extinguished her right to her security deposit, I order the landlord return the tenant's security deposit in full, forthwith.

As I have ordered that the landlord return the tenant her security deposit, I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$297.50, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlord is advised that costs of such enforcement are recoverable from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: August 21, 2013

Residential Tenancy Branch

