



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal Lepage City Centre
and [tenant name suppressed to protect privacy]

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 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.

This matter was set for hearing at 9 a.m. on this date. The applicant/landlord did not attend. The tenant was present at the scheduled start time of the hearing;

Residential Tenancy Branch Rules of Procedure provide:

Commencement of the dispute resolution proceeding

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Dispute Resolution Officer. The Dispute Resolution Officer may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of an appearance of the landlord by 9:11 a.m., this application was abandoned and dismissed.

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.

The tenant confirmed that he received evidence from the landlord, which included copies of 2 fixed term tenancies. On December 8, 2009 the tenant paid a \$700.00 security deposit; a copy of the tenancy agreement was supplied as evidence.

On January 1, 2012 a 2nd fixed term tenancy commenced; the \$700.00 deposit was transferred to that tenancy. A copy of the 2nd tenancy agreement was supplied as evidence.

The landlord had claimed compensation and to retain the deposit.

The tenant provided affirmed testimony that he has not signed agreeing to deductions from the deposit and that he has not received the deposit.

Therefore, as the landlord's claim has been dismissed I find that the tenant is entitled to return of the \$700.00 security deposit.

Based on these determinations I grant the tenant a monetary Order in the sum of \$700.00. 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 application is dismissed.

The tenant is entitled to return of the security deposit.

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: January 27, 2014

Residential Tenancy Branch

