



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 was scheduled to hear a landlord's application for a Monetary Order for damage to the unit; unpaid rent or utilities; and, authorization to retain the security deposit. The tenant was present at the commencement of the hearing but the landlord did not appear despite leaving the teleconference call open for at least 15 minutes. Since the tenant appeared and was prepared to deal with this claim and the landlord did not, I dismissed the landlord's Application for Dispute Resolution without leave.

The tenant stated that the landlord continues to hold the \$900.00 security deposit without any written consent or authorization from the tenant or an Arbitrator.

Issue(s) to be Decided

Disposition of the security deposit.

Background and Evidence

The tenant stated that she paid a security deposit of \$900.00 and that she did not authorize the landlord to retain it. The tenant's statements were consistent with the landlord's documentary evidence: namely the tenancy agreement and condition inspection report.

I confirmed that the landlord has not previously been provided the authorization of an Arbitrator to retain the tenant's security deposit

Analysis

Based upon the landlord's documentary evidence and the tenant's testimony, I am satisfied the landlord is still holding the tenant's security deposit of \$900.00. I am

further satisfied that the landlord has not obtained the written consent of the tenant or an Arbitrator to retain the security deposit.

As provided in Residential Tenancy Policy Guideline 17: *Security Deposit and Set-off*, unless a tenant has extinguished the right to return of the security deposit, the Arbitrator shall order return of the security deposit if a landlord's claims against the security deposit are dismissed. I find I was provided insufficient evidence to conclude the tenant's right to return of the security deposit was extinguished.

Since the landlord's claims against the security deposit have been dismissed, and I was not provided sufficient evidence to find extinguishment by the tenant, I order return of the security deposit to the tenant.

Provided to the tenant with this decision is a Monetary Order in the amount of \$900.00 to serve upon the landlord. The Monetary Order may be enforced by filing it in Provincial Court (Small Claims).

Conclusion

The landlord's Application for Dispute Resolution has been dismissed. I have ordered return for the security deposit to the tenant. The tenant has been provided a Monetary Order in the sum of \$900.00 to serve upon the landlord and enforce as necessary.

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: February 04, 2014

Residential Tenancy Branch

