



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for a monetary order and an order to retain the security deposit in partial compensation of the claim. The tenant applied for recovery of the security deposit.

The hearing first convened on January 7, 2014. On that date the landlord and an agent for the tenant attended the teleconference hearing. The agent for the tenant stated that the tenant had booked a flight prior to the scheduling of the hearing, and when she discovered that the hearing was scheduled for the same time as her flight, she contacted the landlord, well in advance of the hearing, and requested an adjournment. The landlord refused to agree to an adjournment. The tenant's agent also stated that the tenant had not yet received the landlord's evidence. In the interests of fairness, I determined it was appropriate to adjourn the hearing.

The hearing reconvened on February 21, 2014 at 2:30 p.m. On that date, only the tenant attended the teleconference hearing. The line remained open while the phone system was monitored for ten minutes and the landlord did not call in. Because the landlord did not attend the hearing by 2:40 p.m., and the tenant appeared and was ready to proceed, I dismissed the landlord's claim without leave to reapply, and proceeded only on the tenant's application.

Issue(s) to be Decided

Is the tenant entitled to recovery of the security deposit?

Background and Evidence

The tenancy began on September 2, 2013. At the outset of the tenancy the tenant paid the landlord a security deposit of \$240. The tenancy ended on September 28, 2013. The tenant provided the landlord with her written forwarding address on September 30, 2014. The landlord applied to keep the security deposit on October 10, 2014.

Analysis

The landlord applied to keep the security deposit within the required time frame, so the tenant is not entitled to double recovery of the security deposit. However, as the landlord's claim to keep the deposit has been dismissed, and the landlord still holds the security deposit, the tenant is entitled to recovery of her deposit.

As the tenant's application was successful, she is entitled to recovery of the \$50 filing fee for the cost of her application.

Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the balance due of \$290. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 11, 2014

Residential Tenancy Branch

