



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied to keep all or part of the security deposit and to recover the fee for filing this Application for Dispute Resolution. The Landlord filed this Application for Dispute Resolution on March 14, 2014.

This hearing was scheduled to commence at 10:30 a.m. on this date. The Tenant was in attendance at the hearing when it began at 10:33. By the time the hearing was concluded at 11:03 a.m. the Landlord had not attended the hearing.

Preliminary Matter

The Tenant stated that he believed the Application for Dispute Resolution he had filed, in which he applied to recover his security deposit, would be considered at this hearing. Residential Tenancy Branch records show that the Tenant has named the Landlord's agent as the Respondent in the Application for Dispute Resolution the Tenant filed (#250884). Residential Tenancy Branch records show that a hearing to determine the merits of the Tenant's Application for Dispute Resolution has been scheduled for July 09, 2014. The Tenant was advised that his Application for Dispute Resolution cannot be determined at these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

The Tenant stated that this tenancy began on April 01, 2013 and that it ended on February 01, 2014. He stated that the Landlord is the owner of the rental unit although the majority of his communications regarding the tenancy were made with a third party who was representing the Landlord.

The Tenant stated:

- that a security deposit of 250.00 was paid
- that the tenant provided the female Landlord with a forwarding address, in writing, on February 27, 2014 by personally handing it to her
- that the Tenant did not authorize the Landlord to retain the security deposit
- that the Landlord did not return any portion of the security deposit
- that he does not believe the Landlord is entitled to retain any portion of his security deposit.

Analysis

As the Landlord did not attend the hearing in support of this Application for Dispute Resolution and the Landlord submitted no evidence to corroborate the claims made by the Landlord, I dismiss the application to retain any portion of the security deposit.

The Landlord has failed to establish that the Application for Dispute Resolution has merit and I therefore dismiss the application to recover the fee for filing this Application for Dispute Resolution.

As the Landlord has failed to establish that the Landlord is entitled to retain any portion of the security deposit, I find that the security deposit must be returned to the Tenant.

Conclusion

I grant the Tenant a monetary Order for \$250.00, which is a full refund 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: July 08, 2014

Residential Tenancy Branch

