



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, 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"). The landlord applied for authority to retain the tenant's security deposit, a monetary order for money owed or compensation for damage or loss and unpaid rent, and for recovery of the filing fee paid for this application.

The hearing began at 9:30 a.m. as scheduled and the telephone system remained open and was monitored for 10 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

The landlord's evidence shows that they have retained and are claiming against the tenant's security deposit of \$349.50 in partial satisfaction of their monetary claim for unpaid rent for June 2014 of \$699, outstanding payment owing of \$16.94, and liquidated damages of \$349.50.

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, 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 \$349.50, which is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the monetary order may be served upon the landlord and 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*.

Dated: October 22, 2014

Residential Tenancy Branch

