



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HILLTOP MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, 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 alleged damage to the rental unit, and for recovery of the filing fee paid for this application.

The hearing began at 9:00 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 his security deposit?

Background and Evidence

The landlord's evidence shows that they have retained and are claiming against the tenant's security deposit.

The tenant presented oral and written evidence showing that the tenant paid \$365 on April 28, 2013, which was for the security deposit of \$315 and a remote deposit of \$50, as shown on the receipt signed by the landlord.

The tenant also submitted that the tenancy began on June 1, 2013, ended on July 1, 2014, and that he provided the landlord with his written forwarding address on July 2,

2014. The tenant presented a copy of the notice containing the written forwarding address.

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 of \$315 and the remote deposit of \$50 in full, forthwith.

As I have ordered that the landlord return the tenant his security deposit and remote deposit, I grant the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$365, 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: January 14, 2015

Residential Tenancy Branch

