



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, 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 ("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 for recovery of the filing fee paid for this application.

The hearing began at 1:00 p.m. as scheduled and the telephone system remained open and was monitored for 11 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. The tenant also inquired as to whether he would be getting his security deposit from the landlord.

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 and the tenant confirmed that the landlord has retained and claimed against the tenant's security deposit of \$430.0 in partial satisfaction of their monetary claim of \$500.00.

The tenant stated that he provided the landlord with his written forwarding address when he vacated the rental unit, in or around May 2014.

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 \$430.00 in full, forthwith.

As I have ordered that the landlord return the tenant his security deposit, I grant the tenant a final, legally binding monetary order pursuant to section 62 of the Act for the amount of \$430.00, 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: May 21, 2015

Residential Tenancy Branch

