



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes          CNR, MNSD, FF

This hearing was set to deal with an application by the tenant for orders setting aside a 10 Day Notice to End Tenancy for Non-Payment of Rent and returning the security deposit. The landlord appeared at the hearing; the tenant did not.

At a previous hearing between the parties the landlord had been granted an order of possession based upon a 10 Day Notice to End Tenancy for Non-Payment of Rent and a monetary order for arrears of rent in the amount of \$1800.00. That decision is dated April 8, 2015.

As the applicant did not appear and, in any event, the 10 Day Notice to End Tenancy had already been found valid, this application must be dismissed.

In the hearing I had advised the landlord of section 39 of the Residential Tenancy Act which provides that if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy:

- The landlord may keep the security deposit or both; and,
- The tenant's right to the return of the security deposit or pet damage deposit or both.

However, in the hearing I forget to advise the landlord of section 38(3) which provides that a landlord may retain from the security deposit or pet damage deposit any amount that an arbitrator had previously ordered the tenant pay to the landlord and which, at the end of the tenancy remains unpaid. 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 15, 2015

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Residential Tenancy Branch

