



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNSD, OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was originally scheduled to deal with cross applications on June 24, 2015. As recorded in the interim decision issued on June 24, 2015, the tenant's application was cancelled and the landlord was given authorization to regain possession of the rental unit since the tenant confirmed the unit had been vacated or abandoned. As such, the landlord's request for an Order of Possession was no longer necessary. The remaining issues pertained to the landlord's monetary claims against the tenant. The hearing was adjourned and I issued orders to the parties with respect to service of evidence and written submissions upon each other and the Branch.

During the period of adjournment I received submissions from both parties. The hearing reconvened on today's date and only the tenant appeared. The tenant presented registered mail receipts as proof he served the landlord with his submissions via registered mail sent on June 30, 2015 and July 14, 2015. The tenant also confirmed that he received one package from the landlord during the period of adjournment. The teleconference call was left open for 15 minutes during which time the landlord did not appear.

Since the landlord did not appear to present his case against the tenant and the tenant had appeared and was prepared to respond to the claims against him, I dismissed the landlord's Application without leave.

The tenant requested return of his security deposit. The tenant stated that he was owed \$280.00 for the security deposit and other amounts. I noted that the tenancy agreement indicated the security deposit was \$1,200.00. Further, the parties were in dispute as to whether the tenancy was a co-tenancy or some other arrangement.

Residential Tenancy Branch Policy Guideline 17 provides that if a landlord claims against a security deposit and the claim is dismissed the Arbitrator will order return of the security deposit unless there is extinguishment by the tenant. In this case, I found

the amount of the security deposit to which the tenant was seeking to be inconsistent with the tenancy agreement before me and the tenant had presented evidence that portions of the security deposit had been refunded to persons that were co-tenants under the tenancy agreement. Further, I found there were insufficient particulars to determine whether there had been extinguishment of the right to retain or return of the security deposit by either party. Therefore, I declined to order return of \$280.00 to the tenant by way of this decision and I informed the tenant of his right to file his own Application for Dispute Resolution in order to establish his entitlement to return of the security deposit.

### Conclusion

The landlord's application has been dismissed due to the landlord's failure to appear at the reconvened hearing and present his case against the tenant.

For reasons given in this decision, I have not made any order with respect to return of any portion of the security deposit to the tenant. The tenant is at liberty to file his own Application for Dispute Resolution to seek its return.

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: August 26, 2015

---

Residential Tenancy Branch

