



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

This matter was set for a telephone conference call hearing at 1:00 p.m. on this date. The line remained open while the phone system was monitored for 10 minutes. During this period, the respondent joined the hearing but the applicant did not. As the applicant did not appear by 1:15 to advance the claim and as the respondent appeared and was prepared to proceed, I dismiss the application without leave to reapply.

The tenant testified that the tenancy began in January 2013 at which time he paid an \$850.00 security deposit and that it ended on March 20, 2015.

Residential Tenancy Policy Guideline #17-2 provides as follows:

The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:

- a landlord's application to retain all or part of the security deposit, or
- a tenant's application for the return of the deposit

unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for arbitration for its return.

There is no evidence that the tenant has extinguished his right to the return of the deposit. In the spirit of administrative efficiency and pursuant to the Residential Tenancy Policy Guidelines, I order that the landlord forthwith return to the tenant the \$850.00 security deposit. I grant the tenant a monetary order under section 67 for \$850.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I note that although the landlord did not file their application until 27 days after the end of the tenancy, the tenant acknowledged at the hearing that he did not provide the landlord with his forwarding address in writing and I therefore did not order the landlord to return double the security deposit.

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: September 21, 2015

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Residential Tenancy Branch

