



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for an "other" remedy.

The landlord did not attend this hearing, although I waited until 1346 in order to enable the landlord to connect with this teleconference hearing scheduled for 1330. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The tenant confirmed receipt of the landlord's application for dispute resolution.

Disposition of Landlord's Application

While the tenant attended the hearing by way of landlord call, the applicant did not.

Rule 10.1 of the Rules of Procedure provides that:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Accordingly, in the absence of any evidence or submissions from the landlord and in the absence of the landlord's participation in this hearing, I order the application dismissed without leave to reapply.

Return of Tenant's Security Deposit

The tenant testified that the tenancy began 1 February 2014 and ended on or about 31 May 2015. The tenant testified that she remitted a security deposit in the amount of

\$300.00 at the beginning of the tenancy. The tenant testified that the landlord did not conduct a condition move out inspection with the tenant at the beginning of the tenancy.

The tenant testified that the landlord has not returned all or a portion of the tenant's security deposit. The tenant testified that she did not authorize the landlord to retain any amount from her security deposit. The tenant testified that there are no prior orders of the Residential Tenancy Branch in respect of this tenancy.

Residential Tenancy Policy Guideline, "17. Security Deposit and Set off" provides guidance in this situation:

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 before me that indicates that the tenants' right to the security deposit has been extinguished. There is no evidence before me that indicates the landlord was entitled to keep any amount of the security deposit. On this basis, I order that the security deposit in the amount of \$300.00 shall be returned to the tenant.

Conclusion

I issue a monetary order in the tenant's favour in the amount of \$300.00. The tenant is provided with a monetary order in the above terms and the landlord must be served with this order as soon as possible. Should the landlord fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: November 16, 2015

Residential Tenancy Branch

