



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on April 15, 2017 to keep the Tenant's security and pet damage deposits.

An agent for the Landlord appeared for the hearing and provided affirmed testimony. The Landlord's agent testified that he served the Tenant by registered mail. There was no appearance by the Tenant for the 10 minute hearing.

However, during the hearing the Landlord withdrew his Application as he had not served to the Tenant and to the Residential Tenancy Branch any documentary evidence pertaining to his claim for the Tenant's security and pet damage deposits.

In addition, I noted the Landlord had not provided sufficient information on the details of dispute section of the Application that would have given the Tenant sufficient information of the claim being made as the Landlord has simply written "RTB-37 attached". The Landlord's agent confirmed that no RTB 37 Monetary Order Worksheet had been served to the Tenant or to the Residential Tenancy Branch for this hearing.

As the Tenant failed to appear for this hearing, I allowed the Landlord to withdraw his Application. However, Section C of Policy Guideline 3 to the Act on Security Deposit and Set Off, states in part:

"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 dispute resolution for its return.”

[Reproduced as written]

As the Landlord applied to keep the Tenant's security deposit but withdrew the Application, I must now order the return of the Tenant's security deposit.

The Landlord testified that the Tenant's pet damage deposit had already been returned to the Tenant within the 15 day time limit after receiving the Tenant's forwarding address. Therefore, he was only intending to retain the Tenant's \$900.00 security deposit.

Accordingly, the Tenant is issued with a Monetary Order for this amount which must be returned back forthwith. If the Landlord fails to return the Tenant's security deposit, the Tenant may enforce the order in the Small Claims Division of the Provincial Court as an order of that court. Copies of this order are attached to the Tenant's copy of this Decision.

Conclusion

The Landlord withdrew the Application to keep the Tenant's security deposit. Accordingly, the Landlord must now return the Tenant's security deposit forthwith. The Tenant has a Monetary Order for the return of this amount. The Landlord is at liberty to file an application for any loss or damage under the Act but I have not extended any time limits or deadlines under the Act.

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 18, 2017

Residential Tenancy Branch