



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for the return of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

This hearing commenced at the scheduled start time of 1:30 p.m. on September 20, 2018. The Landlord joined the teleconference at the scheduled start time. By the time the teleconference was concluded at 1:43 p.m., the Tenant had not attended the teleconference.

The Landlord acknowledged receiving the Tenant's Application for Dispute Resolution and 10 pages of evidence, although he cannot recall when it was received.

Issue(s) to be Decided:

Is the Tenant entitled to the return of security deposit?

Background and Evidence:

The Landlord stated that he is not the Landlord of the rental unit cited on the Application for Dispute Resolution. He stated that he is the landlord of a rental unit at a similar address but that the first two numbers of the address have been transposed.

The Landlord stated that he collected a security deposit and pet damage deposit from the Tenant for a rental unit at a different address but he did not collect any deposits for the rental unit cited on the Application for Dispute Resolution.

Analysis:

On the basis of the testimony of the Landlord is not the landlord of the rental unit cited on the Application for Dispute Resolution. I find, on the balance of probabilities, that the Tenant simply recorded the address incorrectly, as the first two numbers of the address have been transposed.

Had the Tenant attended the hearing I would have concluded that the error in the address was simply an administrative error and I would have amended the Application for Dispute Resolution to reflect the correct address of the rental unit if the Tenant had requested such an amendment.

As the Tenant did not attend the hearing and did not request such an amendment, I am unable to amend the Application for Dispute Resolution. I find that it would be inappropriate for me to amend the Application for Dispute Resolution in these circumstances, as it is entirely possible that the Tenant did not attend this hearing because she concluded that her Application was fatally flawed as a result of this error.

On the basis of the testimony of the Landlord I find that he did not collect a security or pet damage deposit for the rental unit cited on the Application for Dispute Resolution. I therefore dismiss the Tenant's application to recover any deposits that were paid for the rental unit cited on the Application for Dispute Resolution.

Conclusion:

The Application for Dispute Resolution is dismissed, without leave to reapply.

The Tenant retains the right to file another Application for Dispute Resolution seeking the return of a security or pet damage deposit that was paid for a different address.

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, 2018

Residential Tenancy Branch