



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

I was designated to hear this matter pursuant to section 58 of the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The Respondent called into this teleconference hearing at the date and time set for the hearing of this matter. The Applicant did not, although I waited until 1:43 p.m. to enable them to connect with this teleconference hearing scheduled for 1:30 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Respondent, the Respondent's Assistant, and I were the only persons who had called into this teleconference.

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the hearing 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 participation in the hearing by the Applicant, I order the application dismissed without liberty to reapply.**

At the hearing, the tenant testified that they had not provided the landlord with their forwarding address in writing in order to obtain a return of their security deposit after the tenant vacated the rental unit on June 22, 2018. The tenant testified that the landlord continues to hold all of their \$1,000.00 security deposit paid on or about December 2017, when this tenancy began. The tenant testified that the landlord was entitled to retain \$608.00 from the tenant's security deposit for fuel oil for this rental property when this tenancy ended.

In order to obtain a return of any portion of the security deposit from the landlord, I informed the tenant that they needed to provide the landlord with a written request to return monies held by the landlord from the tenant's \$1,000.00 security deposit along with the tenant's forwarding address in writing.

Conclusion

The landlord's application is dismissed without leave to reapply.

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: January 14, 2019

Residential Tenancy Branch