



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution by the tenant for the return of the security deposit.

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing after filing their application in January 2019. The tenant, however, did not attend the hearing set for today at 1:30 p.m. The phone line remained open for no less than fifteen minutes and was monitored throughout this time. The only party to call into the hearing was the respondent landlord. During the outset of the hearing the landlord stated they attended the hearing after receiving an automated e-mail from the Branch, however had not received the tenant's Application for Dispute Resolution nor had a forwarding address for the tenant prior to them obtaining both the above from the Branch. The landlord stated they retain the security deposit of \$825.00 in trust.

Analysis and Conclusion

Following the fifteen minute waiting period, the application of the tenant was **dismissed, without leave to reapply.**

Residential Tenancy Policy Guideline #17, in relevant part, states as follows:

RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH DISPUTE RESOLUTION

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.

In this application the tenant sought the retention of the security deposit. Because the tenant's claim has been *dismissed without leave to reapply* it is appropriate that I Order the landlord may keep the tenant's security deposit in its entirety. Therefore,

I Order that the landlord may retain the tenant's security deposit of \$825.00 in its entirety.

This Decision is final and binding.

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: March 25, 2019

Residential Tenancy Branch