Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>   MNSD, MNDCT, RPP

<u>Introduction</u>

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("*Act*") for:

- authorization to obtain a return of the tenant's security deposit, pursuant to section 38;
- a monetary order for compensation under the *Act, Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- an order requiring the landlord to return the tenant's personal property, pursuant to section 65.

The applicant tenant did not attend this hearing, which lasted approximately 14 minutes. The respondent landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

<u>Preliminary Issue – Dismissal of Tenant's Application</u>

Rule 7.3 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* states:
> *7.3 Consequences of not attending the hearing: If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.*

In the absence of any appearance by the tenant, I order the tenant's entire application dismissed without leave to reapply.

<u>Preliminary Issue – Residential Tenancy Policy Guideline 17</u>

Residential Tenancy Policy Guideline 17 states the following, in part (emphasis added):
>*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.*

As per the above, I am required to deal with the tenant's security deposit because the tenant has applied to obtain a return of it, even though the tenant has not appeared at this hearing.

The tenant did not appear at this hearing to support her application to obtain a return of her security deposit and her application was dismissed without leave to reapply.

The landlord confirmed that she obtained a security deposit of $312.50 from the tenant and that she continued to retain this deposit. Over the period of this tenancy, no interest is payable on the landlord's retention of the tenant's security deposit. In accordance with section 38 of the *Act* and Residential Tenancy Policy Guideline 17, I find that the landlord is entitled to retain the tenant's entire security deposit of $312.50.

<u>Conclusion</u>

The tenant's entire application is dismissed without leave to reapply.

I order the landlord to retain the tenant's entire security deposit of $312.50.

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: June 04, 2020

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Residential Tenancy Branch