



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HANNA REALTY LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDCT, FFT

Introduction

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

- authorization to obtain a return of double the value of a portion of the tenant's security deposit, pursuant to section 38;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The applicant tenant did not attend this hearing, which lasted approximately 11 minutes. The respondent landlord owner ML, the landlord's agent QL, and the landlord's property manager JF attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Neither the landlord, nor his agent testified at this hearing, only the property manager did. The landlord's property manager confirmed that she had permission to represent the landlord owner at this hearing.

This hearing began at 1:30 p.m. and ended at 1:41 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord, the landlord's agent and the landlord's property manager (who all called from the same telephone line) and I were the only people who called into this teleconference.

The landlord's property manager 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.

Preliminary Issue – Dismissal of Tenant's Application

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.

Preliminary Issue – Residential Tenancy Policy Guideline 17

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.

The landlord did not apply to retain the tenant's security deposit. However, 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 double the value of the unreturned portion of \$157.50, totalling \$315.00, even though the tenant has not appeared at this hearing.

The landlord's property manager confirmed that the landlord obtained a security deposit of \$600.00 from the tenant and that she returned \$442.50 to the tenant and retained \$157.50. 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 \$157.50 from the tenant's security deposit of \$600.00.

Conclusion

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

I order the landlord to retain \$157.50 from the tenant's security deposit of \$600.00.

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: August 24, 2020

Residential Tenancy Branch