



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

This hearing dealt with the Landlord's Application for Dispute Resolution, made on October 12, 2021. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for the cost to repair damage that the Tenant, their pets or their guests caused during the tenancy;
- an order permitting the Landlord to retain the security deposit; and
- an order granting recovery of the filing fee.

This matter was set for hearing by telephone conference call at 1:30 PM (Pacific Time) on June 14, 2022. The line remained open while the phone system was monitored for 10 minutes. The Landlord did not attend the hearing; the Tenant was represented at the hearing by NS, who provided affirmed testimony. Therefore, as the Landlord did not attend the hearing by 1:40 PM, I order that the Landlord's application is dismissed without leave to reapply.

Policy Guideline #17 states that when a landlord applies to keep all or part of a security deposit, an arbitrator will return any balance remaining on the deposit, less deductions permitted under the Act, whether or not the tenant has applied for dispute resolution for its return. As the Landlord applied to keep all or part of the security deposit, it necessary to determine whether or not the Tenant is entitled to the return of the security deposit.

During the hearing, NS confirmed that the tenancy began on April 1, 2021 and ended on September 30, 2021. NS also confirmed the security deposit of \$700.00 was returned to the Tenant by e-transfer on October 14, 2021. A copy of the e-transfer statement was submitted into evidence by the Tenant.

Based on the testimony of NS and the documentary evidence submitted, I find the Landlord returned the security deposit to the Tenant by e-transfer on October 14, 2021, within 15 days after the tenancy ended. Therefore, I find the Landlord has satisfied his obligation to repay the security deposit to the Tenant under section 38(1) of the Act and the Tenant is not entitled to double the amount of the security deposit under section 38(6) of the Act. Accordingly, I decline to order the return of the security deposit to the Tenant under Policy Guideline #17.

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 14, 2022

Residential Tenancy Branch