



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ONNI PROPERTY MANAGEMENT SERVICES LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on April 13, 2022. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for compensation for monetary loss or other money owed;
- an order permitting the Landlord to retain the security deposit in partial satisfaction of the claim; and
- an order granting recovery of the filing fee.

The Tenant was represented at the hearing by SK, an agent, who provided a solemn affirmation at the beginning of the hearing. The Landlord was not represented at the hearing, which lasted nine minutes.

As the Landlord was not represented at the hearing and the Tenant was represented at the hearing, I dismiss the Landlord's application without leave to reapply.

Policy Guideline #17 provides direction when a landlord's request to retain a security deposit is dismissed. It states:

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 Act¹⁴. 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.

During the hearing, SK confirmed that the fixed term tenancy began on June 1, 2021 and was expected to continue to June 30, 2022. The month of June 2022 was offered as a rental incentive. However, SK testified the Tenant ended the tenancy and vacated the rental unit on or about March 31, 2022. During the tenancy, rent of \$3,875.00 per month was due on the first day of each month. SK confirmed the Tenant paid a security deposit of \$1,937.50, which the Landlord holds. This testimony is consistent with the tenancy agreement submitted into evidence.

In this case, the Landlord requested to retain the security deposit. However, the Landlord's application has been dismissed without leave to reapply.

Considering the above, and pursuant to Policy Guideline #17, I find the Tenant is entitled to the return of the security deposit held by the Landlord. Therefore, I order the Landlord to return the security deposit to the Tenant. In support, I grant the Tenant a monetary order for \$1,937.50. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 20, 2022

Residential Tenancy Branch