

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, seeking to keep the security deposit paid by the Tenant.

The Landlords served the Tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent June 12, 2009. Under the Act the Tenant was deemed served five days later. Despite this, the Tenant did not appear at the hearing. The hearing proceeded with the Landlords providing affirmed testimony and evidence.

Issues(s) to be Decided

Are the Landlords entitled to retain the security deposit?

Background and Evidence

The Landlords provided evidence, in the form of a surveillance video, which indicates the Tenant took, without permission, some personal property from the other occupant and the Landlords. The Landlords had other claims against the Tenant, however, they simply wished to keep the security deposit and did not wish to pursue monetary compensation for the other claims.

Analysis

Based on the testimony and evidence, and on a balance of probabilities, **I find and order that the Landlords are entitled to keep the security deposit.** The Landlords did not wish to have an order for the filing fee.

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: September 24, 2009.

Dispute Resolution Officer