

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order to retain the security and or pet deposit and to recover the cost of the filing fee from the Tenant for this application.

No one was in attendance for the applicant Landlord however the Tenant appeared at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order under sections 38, 67, and 72 of the *Residential Tenancy Act*?

### Background and Evidence

There was no additional evidence or testimony provided in support of the Landlord's claim as no one attended on behalf of the Landlord.

The respondent Tenant appeared and testified that the rental unit was a two bedroom condo and the Landlord insisted on two separate tenancy agreements, one for each bedroom. There were three occupants to each bedroom (1 bed and 1 set of bunk beds in each room). There were six tenants in total and three were listed on each tenancy agreement. Rent was \$2,250.00 per bedroom or per tenancy agreement (\$750.00 per person) and was payable on the first of each month. The tenancy agreement was effective on October 1, 2009 and ended April 30, 2010. The Landlord insisted that two separate tenancy agreements be entered into, one that ended March 31, 2010 and a second one for the period of April 1, 2010 to April 30, 2010. The Landlord demanded

rent for the month of April to be paid in advance on October 1, 2009 otherwise the Tenants would not get possession of the unit.

A security deposit was collected for each separate tenancy agreement of \$1,125.00 for a total security deposit paid of \$2,250.00 for the rental unit. The Landlord has applied to keep the combined total of the two security deposits of \$2,250.00 on her application where she only names one of the six Tenants. As noted on the Landlord's application she was in receipt of the forwarding addresses on April 30, 2010.

### Analysis

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing. In the absence of the applicant Landlord, the telephone line remained open while the phone system was monitored for ten minutes and no one on behalf of the applicant Landlord called into the hearing during this time. Based on the aforementioned I find that the Landlord has failed to present the merits of her application and the application was dismissed, without leave to reapply.

The Tenant confirmed the Landlord has not returned the security deposits to any of the six Tenants a total of \$2,250.00. The tenancy ended April 30, 2010, the Landlord had the forwarding addresses April 30, 2010, and the Landlord did not file her application until 18 days after the tenancy ended on May 18, 2010.

Having dismissed the Landlord's application the Landlord is not entitled to retain the Tenants' security deposit, or portion thereof. Therefore the Tenants are at liberty to apply for dispute resolution and seek return of double their security deposits.

Conclusion

I HEREBY DISMISS the Landlord's application, without leave to reapply.

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: October 05, 2010.

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Dispute Resolution Officer