



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an application by the landlord for an order permitting him to retain the security deposit. The hearing was held over two dates. Both parties participated in the hearing on November 9, at which time the tenants requested and the landlord agreed to an adjournment. The Residential Tenancy Branch sent notices of hearing to both parties at the addresses they provided at the November 9 hearing. The tenants did not participate in the December 1 hearing. As I was satisfied they had notice of the proceedings, the hearing proceeded in their absence.

### Issue to be Decided

Should the landlord be permitted to retain the security deposit?

### Background and Evidence

The parties agreed that the tenancy began on or about May 1, 2011 and that rent was set at \$1,050.00 per month. As a result of a previous dispute resolution hearing, the landlord was awarded an order of possession and a monetary order for \$1,050.00 in a decision dated July 25, 2011. The landlord seeks to retain the security deposit in partial satisfaction of that claim.

At the November 9 hearing, the tenants claimed that they had paid the landlord's father the entire amount of the order and claimed that they could provide a bank statement showing that a direct transfer had been made to the father's bank account. The landlord agreed that an adjournment was appropriate to permit the tenants opportunity to provide this evidence. I instructed the tenants to submit their evidence both to the Residential Tenancy Branch and to the landlord well in advance of the reconvened hearing. The tenants did not submit any evidence.

### Analysis

In the absence of documentary evidence from the tenants showing that the July 25 monetary order has been satisfied, I find that no payment on the order has been made and I find that the landlord is entitled to retain the security deposit in partial satisfaction of that order.

Section 72(2)(b) of the Act provides as follows:

72(2) if the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

72(2)(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

### Conclusion

The landlord may retain the security deposit.

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 02, 2011

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Residential Tenancy Branch