



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for a loss of rental income, for compensation for loss of employment income and travel expenses, to recover the filing fee for this proceeding and to keep the Tenants' security deposit in partial payment of those amounts.

This *oral hearing* via teleconference started at 9:00 a.m. as scheduled, however, by 9:10 a.m., the Applicant Landlord had not dialled into the conference call and the hearing proceeded in his absence.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for a loss of rental income?
3. Is the Landlord entitled to other compensation?
4. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This one fixed term tenancy started on October 5, 2011 and ended on January 1, 2012 when the Tenants moved out. Rent was \$1,100.00 per month payable in advance on the 1st day of each month. The Tenants paid a security deposit of \$600.00 at the beginning of the tenancy.

The Tenants said on January 1, 2012 the Landlord gave them a document he had drafted which said they had 3 days to pay rent or vacate. The Tenants said that on January 4, 2012, they gave the Landlord their forwarding address in writing. The Tenants also said the Landlord has not returned their security deposit and they did not give him written authorization to keep it.

Analysis

The Landlord did not submit any documentary evidence and did not attend the hearing to give any oral evidence. Consequently, I find that there is no evidence to support the Landlord's claim and it is dismissed without leave to reapply.

RTB Policy Guideline #17 at p. 2 (Paragraph #1) says that on a landlord's application to retain the security deposit, the Arbitrator may order the return of a security deposit to a Tenant (whether or not the tenant has applied for dispute resolution for its return). As the Landlord's application to return the security deposit has been dismissed without leave to reapply, I Order the Landlord pursuant to s. 38(1) and s. 67 of the Act to return the Tenants' security deposit of \$600.00 to them forthwith.

Conclusion

The Landlord's application is dismissed without leave to reapply. A Monetary Order in the amount of **\$600.00** has been issued to the Tenants and a copy of it must be served on the Landlord. If the amount is not paid by the Landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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: March 12, 2012.

Residential Tenancy Branch