



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

This telephone conference call hearing was convened as the result of the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlords applied for authority to retain the tenants' security deposit and a monetary order for unpaid rent.

The hearing began at 10:30 a.m. as scheduled and the telephone system remained open and was monitored for 11 minutes. During this time, the applicants/landlords did not dial into the telephone conference call hearing; however the tenants were present and ready to proceed with the hearing.

### Issues

Are the landlords entitled to authority to retain the tenants' security deposit and further monetary compensation?

Are the tenants entitled to a return of their security deposit?

### Background and Evidence

The landlords' application contained a request for a monetary order comprised unpaid rent and a request to keep the tenants' security deposit in partial satisfaction of their monetary losses.

The application of the landlords states that the tenants provided their written forwarding address on December 4, 2013.

The tenants at the hearing confirmed that they provided their written forwarding address to the landlords on December 4, 2013, and that the landlords have not returned their security deposit of \$900.

### Analysis and Conclusion

As the landlords failed to attend the hearing scheduled in response to their application to present their claim and due to the appearance of the respondents, pursuant to section 10.1 of the Dispute Resolution Rules of Procedure (Rules), I dismiss the landlords' application, without leave to reapply.

As I have dismissed the landlords' application, I direct the landlords return to the tenants the full amount of their security deposit in the amount of \$900, pursuant to Residential Tenancy Branch Policy Guideline 17, which states that the arbitrator will order the return of the tenant's security deposit on a landlord's application to retain the security deposit, pending the outcome and as applicable.

To ensure that the landlords return the tenants' security deposit and in the event they fail to do so, I grant the tenants a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$900, which I have enclosed with the tenants' Decision.

Should the landlords fail to pay the tenants this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The landlords are advised that costs of such enforcement are recoverable from the landlords.

The tenants are advised that if the landlords return the full amount of their security deposit, the monetary order is null and void.

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* and is being mailed to both the applicants and the respondents.

Dated: March 27, 2014

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Residential Tenancy Branch

