



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, O

Introduction

A hearing was conducted by conference call in the presence of the respondents and in the absence of the applicant who failed to appear at the appointed time for the hearing. I waited 10 minutes past the scheduled start time and the applicant still had not appeared. I proceeded with the hearing. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on July 15, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on December 1, 2012. The rent was \$2200 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$1100 at the start of the tenancy.

The landlord served a 2 month Notice to End Tenancy on the Tenants at the end of April 2014. The tenants testified they gave notice to the landlord and vacated the rental unit on May 9, 2014.

The landlord failed to appear at the hearing. Further the landlord failed to submit evidence to support her claim. Both respondents had taken time off work to attend the hearing. They disputed the landlord's claim. In the absence of the landlord and any evidence from the landlord **I ordered that the application of the landlord be dismissed without liberty to re-apply.**

Policy Guideline 17 includes the following:

RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH ARBITRATION

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:
 - a landlord's application to retain all or part of the security deposit, or

The Application for Dispute Resolution filed by the landlord seeks to retain the security deposit. That application was dismissed. I determined the tenants are entitled to an order that the landlord return the security deposit in the sum of \$1100 to the tenants.

In summary I order that the landlord pay to the Tenants the sum of \$1100.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court 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: August 12, 2014

Residential Tenancy Branch

