



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, FF

### Introduction

This telephone conference call hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for unpaid rent, for authority to retain the tenants' security deposit, and for recovery of the filing fee.

The hearing began at 9:00 a.m. as scheduled and the telephone system remained open and was monitored for 15 minutes. During this time, the applicant/landlord did not dial into the telephone conference call hearing; however the tenants attended at the hearing and were ready to proceed.

### Issues

Should the landlord's application be dismissed?

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

### Background and Evidence

The landlord's undisputed documentary evidence submitted with her application shows a handwritten tenancy note, stating that monthly rent was \$800, that the tenants paid a total security deposit of \$400, and that the tenants vacated the rental unit on or about February 27, 2014. The tenant provided testimony that they provided their written forwarding address to the landlord on February 27, 2014, to the landlord's house sitter, as the landlord was out of town and she had not left contact information.

The landlord submitted in her documentary evidence that she received the tenants' written forwarding address via text message on March 9, 2014.

Analysis and Conclusion

In the absence of the landlord to present her claim and due to the tenants' appearance at the hearing, pursuant to section 10.1 of the Residential Tenancy Branch Rules of Procedure (Rules), I dismiss the landlord's application, without leave to reapply.

As to the tenant's security deposit, Residential Tenancy Branch Policy Guideline 17 states the Arbitrator will order a return of the tenant's security deposit on the application of the landlord claiming against the security deposit, as applicable.

In the case before me, as I have dismissed the landlord's application claiming against the security deposit, which I find is \$400 as per the undisputed evidence, and as I find that the tenants have not extinguished their right to their security deposit, I order the landlord return the tenants' security deposit of \$400 in full, forthwith.

As I have ordered that the landlord return the tenants' security deposit, I grant the tenants a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$400, which I have enclosed with the tenant's Decision.

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

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 applicant and the respondents.

Dated: July 8, 2014

---

Residential Tenancy Branch

