



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cariboo Garden Apts.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 03, 2015 she mailed one envelope to the service address for the Tenant, via registered mail, which contained the Application for Dispute Resolution, the Notice of Hearing, and evidence Landlord submitted to the Residential Tenancy Branch on June 10, 2015. The Tenant stated that she received these documents and that she showed them to her co-tenant, who is her daughter.

In the absence of evidence to the contrary, I find that these documents have been served to both Tenants in accordance with section 89 of the *Residential Tenancy Act (Act)*; however only one Tenant appeared at the hearing. The Tenant stated that she is representing her daughter at these proceedings. As the Tenant acknowledged receipt of these documents, they were accepted as evidence for these proceedings.

After service of documents was discussed the Tenant's application for an adjournment was considered. The Tenant's application for an adjournment was granted for reasons outlined in my interim decision of November 05, 2015.

The hearing was reconvened on January 14, 2016 and was concluded on that date.

Preliminary Matter

The conference record will show that a party joined the teleconference at 9:01 a.m. on January 14, 2016. This party mistakenly called into the wrong teleconference and was not a party to this dispute.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and damage to the rental unit?
Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

The reconvened hearing on January 14, 2016 was scheduled for 9:00 a.m. One of the Tenants joined the teleconference prior to the scheduled start time. The Landlord did not attend the hearing prior to the time the teleconference ended at 9:11 a.m.

At the hearing on January 14, 2016 the Tenant stated that:

- she paid a security deposit of \$290.00;
- she did not give the Landlord written authorization to retain any portion of that deposit;
- the Landlord did not return any portion of that deposit;
- she is now willing to allow the Landlord to retain \$15.00 of the deposit for time the Landlord would have spent cleaning the carpet at the end of the tenancy; and
- she would like the remainder of her deposit returned.

Analysis

I find that the Landlord failed to diligently pursue the Application for Dispute Resolution and I therefore dismiss the Application without leave to reapply.

As the Landlord has failed to establish a right to the security deposit, I find that the deposit must be returned to the Tenants, less the \$15.00 the Tenant agreed the Landlord could keep for cleaning the carpet.

Conclusion

The Tenants are entitled to a monetary Order in the amount of \$275.00, which represents a return of the security deposit, less \$15.00. In the event the Landlord does

not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims 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: January 14, 2016

Residential Tenancy Branch

