



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PR GP INC GENERAL PARTNER FOR NPR LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPB, OPC, OPN, MNR, MND, MNSD, MNDC, O, FF

Introduction

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure provides as follows:

Commencement of Hearing: The Dispute Resolution Hearing will commence at the scheduled time unless otherwise set by the Arbitrator. Rule 7.3 provides for the consequences of not attending the hearing and states: If a party or their agent fails to attend the hearing, the Arbitrator may conduct the Dispute Resolution Hearing in the absence of that party, or dismiss the application with or without leave to reapply.

Based on the above I find that the landlord or a representative for the landlord has failed to attend the hearing to present the merits of their application, and the respondent IG did attend and was ready to proceed. The landlord's application is therefore dismissed without leave to reapply.

Issue(s) to be Decided

Are the tenants entitled to recover their Security Deposit?

Background and Analysis

The landlord had applied to retain the security deposit of \$299.00 which is held in trust by the landlord since the start of the tenancy. The tenant IG sought to recover the security deposit at the hearing. I refer the parties to the Residential Tenancy Policy Guidelines #17 which states, in part, that

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 • a tenant's application for the return of the deposit; unless the tenant's right to the return of the deposit has been extinguished under the *Act*. The Arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for dispute resolution for its return.

I find from the evidence presented that the tenants did attend the move in and move out inspection of the rental unit and have therefore not extinguished their right to recover the security deposit and I find no evidence to show that the tenants have agreed in writing that the landlord may retain all or part of the security deposit. As the landlords did not attend the hearing and their application has been dismissed without leave to reapply, I therefore Order the landlord to return the security deposit of **\$299.00** to the tenants.

Conclusion

The landlord's application is dismissed in its entirety without leave to reapply.

A copy of the tenants' decision will be accompanied by a Monetary Order for **\$299.00** pursuant to s. 67 of the *Act*. The Order must be served on the landlord. Should the landlord fail to comply with the Order the Order may be enforced through the Provincial (Small Claims) Court of British Columbia 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 10, 2017

Residential Tenancy Branch