



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction and Analysis

A hearing was convened under the *Residential Tenancy Act* (the “Act”) to deal with the landlord’s application filed February 6, 2017 for a monetary order for damage to the rental unit, for compensation for loss or damage under the Act, regulation, or tenancy agreement, for authorization to retain the security deposit, and for recovery of the application filing fee.

Both of the tenants attended the hearing but the landlord did not. The landlord wrote to the Residential Tenancy Branch on May 12, 2017 to advise that he would be out of the country for work for approximately six days, including the date of the hearing. He advised that he would attempt to send someone in his place and that if he were not able to do so he had provided detailed documentation to support his claim.

The landlord’s letter of May 12, 2017 did not request an adjournment. The tenants had not received this letter and had no prior notice that the landlord may not attend. The tenants had submitted responsive evidence and were prepared to participate in the hearing.

This was the landlord’s application. Rule 5.1 of the Residential Tenancy Branch Rules of Procedure (the “Rules”) allows an applicant to reschedule a hearing with the consent of the respondent. Rule 5.2 allows an applicant who is unable to obtain the respondent’s consent to rescheduling to apply through an agent at the hearing for an adjournment. The landlord has not availed himself of either of these options.

The burden is on the landlord to establish the claim that is made. In the absence of the landlord, and because the landlord has not attempted to reschedule or adjourn, I dismiss the landlord’s application, without leave to reapply.

Policy Guideline #17, Part C, states that an arbitrator will order the return of a tenant's security deposit on a landlord's unsuccessful application to retain it. A copy of the tenancy agreement in evidence reveals that a security deposit of \$410.00 was paid at the beginning of the tenancy (October, 2014). Accordingly, I order the landlord to return the security deposit of \$410.00 to the tenants and I issue a monetary order in that amount in favour of the tenants.

### Conclusion

The landlord's application is dismissed.

The landlord is ordered to return the tenants' security deposit. A monetary order in the amount of \$410.00 is granted to the tenants.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act. Pursuant to s. 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: June 07, 2017

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Residential Tenancy Branch