



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

On June 16, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the unit; to keep the security deposit and or pet damage deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Tenants attended the hearing; however, the Landlord did not. The Tenants testified that the Landlord served them with the Notice of Hearing by registered mail sometime in June 2017.

The line remained open while the phone system was monitored for ten minutes and the Landlord did not call into the hearing during this time. Therefore, as the Applicant did not attend the hearing by 1:40 pm and the Tenants were ready to proceed, I dismiss the Landlord's claims without leave to reapply.

The Landlord submitted documentary evidence of a tenancy agreement that indicates the Tenants paid a security deposit of \$1,450.00 to the Landlord.

The Tenants testified that they moved out of the rental unit on May 31, 2017.

Residential Tenancy Policy Guideline # 17 Security Deposit and Set Off is intended to help the parties to an application understand issues that are likely to be relevant. The Guideline provides:

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.***
[my emphasis]

The Landlord did not attend the hearing to pursue a claim against the security deposit. I find the Landlords failure to pursue the claim has the same effect as if the Landlord did not make application against the deposit pursuant to section 38 of the Act.

Pursuant to section 38 (6) of the Act, I order the Landlord to return double the amount of the security deposit, less any amount that was already returned 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 *Residential Tenancy Act*.

Dated: December 06, 2017

Residential Tenancy Branch