



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL-S, MNDL-S, MNRL-S

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on September 12, 2018, wherein the Landlord sought monetary compensation from the Tenants in the amount of \$6,200.00, authority to retain their security deposit and recovery of the filing fee.

The hearing was scheduled for 1:30 p.m. on January 15, 2019.

Only the Tenants, D.L. and S.L., as well as D.L.'s uncle, D.M. called into the hearing.

The Landlord did not call into this hearing, although I left the teleconference hearing connection open until 1:32 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenants and I were the only ones who had called into this teleconference.

Preliminary Matter

The Tenant, D.L., confirmed that the Landlord spelled the Tenants' surnames incorrectly on the Application. Pursuant to section 64(3)(c) of the *Act* I amend the Landlord's Application to correctly name the Tenants.

Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

Consequences of not attending the hearing

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 re-apply.

As the Landlord did not call into the hearing by 1:32, and the Respondent Tenants appeared and were ready to proceed, **I dismiss the Landlord's claim without leave to reapply.**

The Tenant D.L. confirmed that the Landlord has not returned their \$1,400.00 security deposit. A review of the tenancy agreement provided in evidence confirms the Tenants paid this sum of May 26, 2018. As the only parties entitled to the security deposit are the Landlord and the Tenants, and I have dismissed the Landlord's claim to the deposit without leave to reapply, I therefore order that the Landlord return the \$1,400.00 security deposit to the Tenants.

In furtherance of the above, I award the Tenants a Monetary Order in the amount of **\$1,400.00**. They must serve this Monetary Order on the Landlord and should the Landlord not pay as required, the Tenants may file and enforce the Order in the B.C. Provincial Court.

This Decision is final and binding on the parties, except as otherwise provided under the *Act*, and 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 15, 2019

Residential Tenancy Branch