



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, MNDCT, MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38;
- is the tenant entitled to a monetary order pursuant to section 67 of the Act; and
- authorization to recover the filing fee for its application from the landlord, pursuant to section 72.

Only the landlord appeared at the hearing, the tenant did not. The tenant initiated this process by filing this application and chose not to dial in, accordingly; the hearing proceeded and completed in the tenants absence. The landlord provided undisputed affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

Issue to be Decided

Is the tenant entitled to a monetary award equivalent to double the value of his security deposit as a result of the landlord's failure to comply with the provisions of section 38 of the Act?

Is the tenant entitled to a monetary order for compensation for loss or damage under the Act, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 1, 2017 and ended on August 31, 2018. The tenants were obligated to pay

\$1650.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$825.00 security deposit. The landlord testified that the tenant left the unit dirty and damaged at move out and left without paying a substantial water bill as per their tenancy agreement. The landlord testified that the tenant abandoned the unit at the end of the tenancy without advising the landlord or returning the keys. The landlord testified that the tenant did not provide their forwarding address until she received notice of this hearing. The landlord testified that she will be filing an application to pursue the tenants for her losses as the security deposit does not cover it.

Analysis

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 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 tenant was the applicant in this matter and chose not to attend, I hereby dismiss their application in its entirety without leave to reapply.

Conclusion

The tenants' application is dismissed in its entirety without leave to reapply. The landlord is entitled to retain the \$850.00 security deposit.

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 18, 2019

Residential Tenancy Branch