



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MNDL –S; FFL; MNSD; FFT

### Introduction

This hearing was scheduled for 1:30 p.m. on today's date, via teleconference call, to deal with monetary cross applications. The landlord applied for authorization to make deductions of \$256.00 from the tenant's security deposit for damage to the rental unit. The tenants applied for return of \$255.63 that the landlord withheld from their security deposit after refunding \$794.37 to them. The tenants appeared at the hearing; however, there was no appearance on part of the landlord.

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 persons to have called into this teleconference. I waited until 1:43 p.m. to permit the landlord the opportunity to appear but the landlord did not.

The tenants confirmed that they received the landlord's hearing package and the tenants were prepared to respond to the landlord's claims against them. Since there was no appearance on part of the landlord and the tenants appeared and were prepared to respond to the landlord's claims against them, **I dismissed the landlord's claims against the tenants without leave to reapply.**

As for the tenant's application, the tenants testified that they sent their hearing package to the landlord via registered mail. I instructed the tenants to provide me with the registered mail tracking number since they had not uploaded the registered mail receipt. After some time spent looking for the receipt, the tenants stated they could not locate it.

Since the tenants did not provide me with sufficient evidence to demonstrate they served the landlord with their hearing package, I declined to proceed to hear the tenant's application. However, the tenant's applicant was largely unnecessary. Residential Tenancy Policy Guideline 17 provides, in part, that:

## **RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH DISPUTE RESOLUTION**

1. 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<sup>14</sup>. 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.

Upon review of the condition inspection report provided as evidence by the landlord it is apparent the tenants were present for the move-in and move-out inspection.

Accordingly, I was satisfied the tenants did not extinguish their right to return of the security deposit.

In light of the above, **I order the landlord to return the balance of the tenants' deposit that has not yet been refunded, in the amount of \$255.63.** I provide the tenants with a Monetary Order in that amount to ensure payment is made.

### Conclusion

The landlord is ordered to refund the balance of the tenants' deposit in the amount of \$255.63 without delay. The tenants are provided a Monetary Order in this amount to ensure payment is made.

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: August 23, 2019

---

Residential Tenancy Branch