



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, FFL

### Introduction and Analysis

This hearing dealt with an Application for Dispute Resolution (“application”) by the landlord seeking remedy under the *Residential Tenancy Act* (“Act”) for a monetary order in the amount of \$1,800.00 for damage to the unit, site or property, to retain all or a part of the tenants’ security deposit, and to recover the cost of the filing fee.

The landlord was provided with a copy of the Notice of a Dispute Resolution Proceeding dated May 23, 2019 (“Notice of Hearing”). The landlord; however, did not attend the teleconference hearing set for this date, Tuesday, August 27, 2019 at 1:30 p.m. Pacific Time. The phone line remained open for 13 minutes and was monitored throughout this time. The only persons to call into the hearing were the tenants, CW and SW, who indicated that they were ready to proceed. I have confirmed that file records support that the landlord did not make any attempt to cancel the hearing in advance.

Following the ten minute waiting period, the application of the landlord was **dismissed without leave to reapply** as the landlord failed to attend the hearing to present the merits of their application or at the very least cancel their scheduled hearing in advance of the hearing. The tenants did attend the hearing and were ready to proceed.

I do not grant the landlord the recovery of the cost of the filing fee as result of the above.

As the landlord claimed against the tenants’ security deposit and failed to attend the hearing, and pursuant to section 62(3) of the *Act*, I will deal with the security deposit as the tenants testified that the landlord continues to hold the full \$875.00 security deposit. The tenants denied that they gave written permission to the landlord to retain any amount of the security deposit. Accordingly, I find I have no evidence before me to support that the landlord had authority to retain any amount of the security deposit.

The tenants testified that they provided their written forwarding address to the landlord within one week of vacating the rental unit on or about April 30, 2019. The landlord applied on May 19, 2019, claiming against the tenants' security deposit. As the landlord's application has now been dismissed as indicated above, without leave to reapply, I grant the tenants a monetary order in the amount of **\$875.00**, pursuant to section 67 of the *Act*.

### Conclusion

The landlord's application is dismissed without leave to reapply.

This decision does not extend any applicable time limits under the *Act*.

The filing fee is not granted.

The tenants have been granted a monetary order in the amount of \$875.00 for the return of their security deposit, which the landlord continues to hold. This order must be served on the landlord by the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties at the email address for the landlord contained in the landlord's application and to the email address for the tenants confirmed during the hearing.

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: August 27, 2019

---

Residential Tenancy Branch