



Dispute Resolution Services

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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 for damage or loss under the Act, regulation or tenancy agreement, to retain all or a part of the tenant’s security deposit and pet damage 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 June 18, 2019 (“Notice of Hearing”). The landlord; however, did not attend the teleconference hearing set for this date, Monday, September 23, 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 who called in from separate phone numbers. The tenants 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.

The tenants testified that they provided their written forwarding address to the landlord on June 1, 2019, on the outgoing Condition Inspection Report. The tenants also testified that they paid a \$700.00 security deposit and a \$700.00 pet damage deposit, for a total of \$1,400.00 in combined deposits. As the landlord applied against both deposits and

failed to attend this hearing, I make the following order pursuant to section 62(3) of the *Act*.

I ORDER the landlord to return the tenants' full \$700.00 security deposit and \$700.00 pet damage deposit, which total **\$1,400.00**, within 15 days of the receipt of this decision.

Should the landlord fail to comply with my order, the tenants are at liberty to apply for remedy under the *Act*.

Conclusion

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

The filing fee is not granted.

I have made the order described above regarding the \$1,400.00 in combined deposits. Should the landlord fail to comply with my order, the tenants are at liberty to apply for remedy under the *Act*.

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: September 23, 2019

Residential Tenancy Branch