



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACALD COMMERCIAL RES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL, MNDCL-S

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

While the tenant attended the hearing by way of conference call, the landlord did not. I waited until 1:41 p.m. to enable the landlord to participate in this scheduled hearing for 1:30 p.m. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

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.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for money owed under the tenancy agreement, regulation, or *Act*?

Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of the monetary order requested?

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

Background and Evidence

The tenant gave the following undisputed testimony. The tenancy began on June 1, 2019, with monthly rent set at \$2,600.00, payable on the first of each month. The landlords collected, and still hold, a security deposit of \$1,300.00. The tenant testified that the tenancy ended on September 30, 2019. The tenant testified that the landlord received his forwarding address on November 1, 2019. The tenant testified that the landlord told him that he wouldn't be getting the deposit back and that the landlord filed an application for this hearing on November 12, 2019. The tenant testified that he was not told of any issues about the deposit at the move in or move out inspection. The tenant testified that the landlord's own documentary evidence shows that the deposit was \$1300.00, and that the landlord refused to return the deposit.

Analysis

The tenant gave undisputed testimony and stated the landlord's own documentation corroborates the tenant's testimony. As the landlord chose not to participate in this hearing that they initiated, I hereby dismiss their application in its entirety without leave to reapply. I further find that the security deposit of \$1300.00 is to be returned to the tenant.

Conclusion

The landlord's application is dismissed in its entirety without leave to reapply. The landlord must return the security deposit of \$1300.00 to the tenants. I hereby grant the tenants an order pursuant to section 67 of the Act for a monetary order of \$1300.00. That Order can be enforced in the Small Claims Court if necessary.

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: April 03, 2020

Residential Tenancy Branch