



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

This hearing was scheduled to commence at 1:30 p.m. on May 29, 2020. The Tenants attended the hearing at the scheduled start time.

The Landlords did not attend the hearing at the scheduled start time. The Landlords did not attend the hearing prior to the conclusion of the teleconference at 1:41 p.m.

Rule 10.1 of the Residential Tenancy Branch Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may decide or dismiss the application, with or without leave to re-apply.

As the Tenants attended the hearing at the scheduled time of the hearing, the hearing proceeded in the absence of the Landlords.

The Tenants submitted no evidence in regard to these proceedings.

In January the Landlords submitted evidence to the Residential Tenancy Branch. As the Landlords did not attend the hearing to attest to service of their evidence, the Landlord's evidence was not accepted as evidence for these proceedings.

The Tenants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Tenants each affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Are the Landlords entitled to compensation for unpaid rent/lost revenue?

Are the Landlords entitled to keep all or part of the security deposit, or should it be returned to the Tenants?

Background and Evidence

The male Tenant stated that:

- the tenancy began on August 16, 2019;
- the tenancy ended on December 29, 2019;
- the Tenants paid a security deposit of \$400.00;
- the Landlords did not have written authority to retain any portion of the Tenants' security deposit;
- the security deposit has not been returned;
- he does not believe the Landlords are entitled to their claim for rent/lost revenue; and
- the Tenants would like their security deposit refunded.

The Landlords have applied for compensation, in the amount of \$1,200.00, for lost revenue/unpaid rent.

Analysis

As the Landlords did not attend the hearing in support of the claim for lost revenue/unpaid rent and the Tenants do not believe the Landlord is entitled to that compensation, I find that the Landlords have failed to establish that they are entitled to compensation for unpaid rent/lost revenue.

I find that the Landlords have failed to establish the merit of their Application for Dispute Resolution and I therefore dismiss their application to recover the fee for filing this Application for Dispute Resolution.

As the Landlords have failed to establish the right to retain any portion of the security deposit, I find that it must be returned to the Tenants.

Conclusion

The Tenants security deposit of \$400.00 must be returned to the Tenants. I therefore grant the Tenants a monetary Order for \$400.00. In the event the Landlords do not voluntarily comply with this Order, it may be served on the Landlords, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: May 30, 2020

Residential Tenancy Branch