



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking:

- The return of their \$425.00 security deposit.

This matter was set for hearing by telephone conference call at 1:30 P.M. (Pacific Time) on June 30, 2020. When I joined the conference call at 1:30 P.M. on June 30, 2020, only the Landlords were present. Although the line remained open while the phone system was monitored for 12 minutes, neither the Tenant nor an agent acting on their behalf called into the hearing during this time. The Notice of Dispute Resolution Proceeding states the date and time of the hearing, that the hearing will be conducted by telephone conference call, and provides the phone number and access code for the hearing. It also instructs participants to call into the hearing themselves no more than five minutes before the start of the hearing. I confirmed that the details shown in the Notice of Dispute Resolution Proceeding were correct and I note that neither of the Landlords had difficulty attending the hearing on time, using the information contained in the Notice of Dispute Resolution Proceeding Package served on them by the Tenant.

The Landlord’s were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. All testimony provided was affirmed. At the request of the Landlords, copies of the decision will be emailed to them at the email address provided in the hearing, as they stated that the email provided by the Tenant in the Application was incorrect.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. As the Landlords, who are the respondents, and I all attended the hearing on time and ready to proceed, and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled at 1:30 P.M. on June 30, 2020. Further to this, rule 8.1 of the Rules of Procedure states that the arbitrator determines when the hearing

has ended. As a result, I ended the hearing at 1:42 P.M. when the Tenant failed to appear, and I had obtained the information I required from the Landlords in order to render my decision.

The Landlords testified that although a verbal tenancy agreement was reached with the Tenant, the Tenant refused to sign the written tenancy agreement provided to them. The Landlords stated that the Tenant moved into the rental unit sometime in approximately the first week of January 2020, and the Landlord J.H. testified that they even assisted the Tenant in moving in some of their belongings. The Landlords stated that rent was set at \$850.00 per month and that the Tenant paid the first months rent and a security deposit in the amount of \$425.00, which the Landlords still hold. The Landlords stated that they completed a move-in inspection and report as required at the start of the tenancy, but that neither a move-out condition inspection or report were completed with the Tenant, as the Tenant abandoned the rental unit sometime in January 2020, without proper notice. The Landlords stated that the Tenant did not leave the rental unit reasonably clean when they vacated, and that they have never received the Tenant's forwarding address in writing as the only thing they have received from the Tenant after they vacated is the Notice of Dispute Resolution Proceeding Package.

I accept the Landlords' uncontested and affirmed testimony and therefore find that a tenancy under the *Act* existed with the terms and conditions stated by the Landlords in the hearing, that the Tenant moved-into and then subsequently abandoned the rental unit in January 2020, and that the Tenant breached the *Act* by abandoning the rental unit without proper notice. I also accept the Landlords' testimony that a move-in condition inspection and report were completed at the start of the tenancy in compliance with the *Act*, and I am satisfied that the Tenant therefore extinguished their right to the return of their security deposit pursuant to sections 35 and 36 of the *Act* when they abandoned the rental unit, negating the Landlords ability to schedule and perform a move-out condition inspection with them. Further to this, I accept the Landlords' testimony that the Tenant never provided them with a forwarding address in writing for the return of the security deposit.

Rule 7.3 of the Rules of Procedure states that 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 reapply. Based on the findings above, and as neither the Tenant nor an agent acting on their behalf attended the hearing to provide any evidence or testimony for my consideration in relation to the Tenant's Application, I therefore dismiss the Tenant's Application seeking the return of their security deposit without leave to reapply.

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: June 30, 2020

Residential Tenancy Branch