



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes      MNRL-S, MNDCL-S, FFL**

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

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$5,812.20 pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlords did not attend this hearing, although I left the teleconference hearing connection open until 1:42 pm in order to enable the landlords to call into this teleconference hearing scheduled for 1:30 pm. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

Rule of Procedure 6.6 states:

#### **6.6 The standard of proof and onus of proof**

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application.

This is the landlords' application. As such, they bear the onus to prove their claims. As they failed to attend the hearing, I find that they have failed discharge their evidentiary burden to prove their entitlement to the orders sought.

I dismiss the applicant's claim, without leave to reapply.

The landlords are advised to comply with their obligations under the Act regarding the return of the security deposit.

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: July 23, 2020

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Residential Tenancy Branch