



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL-S, MNDL-S

### Introduction

On June 16, 2020, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages and compensation, and to apply the security deposit to their claim. The matter was set for a participatory hearing via conference call.

### Preliminary Matters

This hearing was scheduled for a conference call hearing on this date.

Rule 7.1 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 make a decision or dismiss the Application, with or without leave to re-apply.

The Landlords were emailed a copy of the Notice of a Dispute Resolution Hearing by the Residential Tenancy Branch on June 16, 2020; however, did not attend the teleconference hearing set for today at 1:30 p.m. The only people to call into the hearing were the Tenants who indicated that they were ready to proceed. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the only persons who had called into this teleconference were the Tenants and myself.

As the Landlords’ Application involved a claim against the security deposit, I heard testimony and evidence from the Tenants on this matter. After the fourteen-minute hearing, I dismissed the Landlords’ Application without leave to reapply as they 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.

Issue to be Decided

Should the security deposit be returned to the Tenants, pursuant to section 38 of the Act?

Background and Evidence

The Tenants testified that they moved into the rental unit on May 4, 2020. The monthly rent was \$1,600.00 a month and the Landlords collected a \$800.00 security deposit. The Tenants stated that the tenancy ended, based on a Mutual Agreement to End Tenancy, on May 1, 2020.

The Tenants acknowledged that they lost the key for the rental unit and that the Landlords incurred costs to replace the lock.

The Tenants stated that they provided a forwarding address to the Landlords. The Tenants request that their security deposit be returned, less the \$59.00 cost for the lock replacement.

Analysis

I find that the Application for Dispute Resolution has been abandoned by the Landlords; therefore, I turn my mind to the return of the security deposit, pursuant to section 38 of the Act.

Section 38 of the Act states that the Landlord has fifteen days, from the later of the day the tenancy ends or the date the Landlord received the Tenant's forwarding address in writing to return the security deposit to the Tenant, reach written agreement with the Tenant to keep some or all of the security deposit, or make an Application for Dispute Resolution claiming against the deposit

In this case, the Landlords made an Application for Dispute Resolution claiming against the deposit; however, failed to attend the hearing on this date.

I accept the Tenants' undisputed testimony that they requested their \$800.00 security deposit and notified the Landlords of their forwarding address.

I have no evidence before me that the Landlords returned the balance of the security deposit or reached written agreement with the Tenants to keep some of the security deposit. For these reasons, I find the Landlords must reimburse the Tenants the balance of the outstanding security deposit for a total of \$741.00, pursuant to Section 38 of the Act.

Conclusion

I grant the Tenants a Monetary Order for the amount of \$741.00, in accordance with Section 38 of the Act. In the event that the Landlords do not 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 *Residential Tenancy Act*.

Dated: October 07, 2020

---

Residential Tenancy Branch