



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 dealt with an Application for Dispute Resolution by the landlords for a monetary order for unpaid rent, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

Only the tenant appeared. The landlord did not attend, although this hearing was scheduled at their request. The landlord also received an email notification from the Residential Tenancy Branch on August 20, 2021, reminding them of today's hearing.

This matter was set for hearing by telephone conference call at 1:30 P.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent. Therefore, as the Applicant did not attend the hearing by 1:40 P.M, and the Respondent appeared and was ready to proceed, I dismiss the landlords' claim without leave to reapply.

At the hearing the tenant stated they do not agree with the landlords claim for rent for December 2020; however, they agreed they owed rent for April 2020. The tenant stated that they agree the landlords are entitled to keep the security deposit and pet damage deposit to offset the rent owed for April 2020.

Although I have dismissed the landlords' application without leave to reapply, I find the tenant's position is reasonable that the landlords can keep the security deposit and pet damage deposit for rent owed for April 2020.

While the landlords' application does not state a pet damage deposit was accepted, I do not need to consider whether one was paid or not because the landlords' claim to keep

the deposit was dismissed. In most circumstance the landlords would be ordered to repay to the tenants their security deposit forthwith, as they no longer have the authority under the Act to keep it. However, it was **only due to the tenant's reasonable position** that the landlords are entitled to keep any of the deposits paid.

Conclusion

The landlords' application is dismissed without leave to reapply. The landlords are entitled to keep the tenants security deposit and pet damage deposit if one was paid.

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: August 23, 2021

Residential Tenancy Branch