



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was scheduled for 1:30 p.m. on this date, via teleconference call, to deal with a landlord's application for monetary compensation from the tenants and authorization to retain the tenants' security deposit.

The tenants appeared at the hearing, along with an Advocate; however, there was no appearance on part of the landlords despite leaving the teleconference call open for at least 10 minutes to give the landlords the opportunity to appear.

The tenants confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding and indicated they were prepared to proceed.

Since there was no appearance on part of the landlords, I dismissed the landlord's application without leave to reapply.

Since the landlords did not establish an entitlement to compensation from the tenants or a basis for retaining their security deposit, I explored disposition of the security deposit in keeping with Residential Tenancy Policy Guideline 17 where it provides:

The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:

- a landlord's application to retain all or part of the security deposit; or
- a tenant's application for the return of the deposit,

unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the

deposit, as applicable, whether or not the tenant has applied for dispute resolution for its return.

The tenants confirmed the landlords have yet to return their \$800.00 security deposit to them despite providing the landlords with their forwarding address in writing by mail sent to the landlords on April 20, 2021 which was received by the landlords on April 24, 2021. I asked the tenants to provide me with their forwarding address, which they did, and I noted it was the same as that the landlords provided for the tenants on their Application for Dispute Resolution.

The tenants confirmed they did not provide the landlords with written authorization to make deductions from or retain their security deposit.

The tenants testified the landlords did not prepare a move-in inspection report and the tenants attended the rental unit on May 13, 2021 to participate in the scheduled move-out inspection but the landlords had arrived early and already conducted the inspection.

In light of all of the above, I find there is no evidence to suggest the tenants extinguished their right to return of the security deposit and the landlords have not established a basis or entitlement to retain the tenant's security deposit. Therefore, I order the landlords to return the full amount of the security deposit to the tenants without further delay.

Provided to the tenants with this decision is a Monetary Order in the amount of \$800.00 to serve and enforce upon the landlords.

Conclusion

The landlords' application is dismissed without leave to reapply.

The landlords are ordered to return the tenants' security deposit of \$800.00 to them without further delay. The tenants are provided Monetary Order in the amount of \$800.00 to ensure payment is made.

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: November 18, 2021

Residential Tenancy Branch