



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing was held, via teleconference, on January 10, 2022. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- An order that the Landlords pay him double the security deposit or pet damage deposit

The Landlords attended the hearing. However, the Tenant did not. The hearing began promptly as scheduled at 1:30 p.m. Pacific Time on January 10, 2022, as per the Notice of a Dispute Resolution Hearing provided to the Tenant. The line remained open while the phone system was monitored for 12 minutes and the only participant who called into the hearing during this time was the Landlords who were ready to proceed.

After the ten-minute waiting period, the Tenant's application was **dismissed in full, without leave to reapply**.

I make no findings on the merits of the application or on any of the evidence submitted by either party. However, I turn to the following portion of Policy Guideline #17 – Security Deposit and Set off:

### *C. RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH DISPUTE RESOLUTION*

1. *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.*

There is no evidence to demonstrate that either party extinguished their right to claim against the deposits. As the Tenant failed to attend this hearing, and support his own application to have the deposit (double) returned, I dismiss the claim, in full, without leave. Further, pursuant to the above noted Policy Guideline, I order that the Landlords may retain the security deposit, in full.

### Conclusion

The Tenant's application has been dismissed in full, without leave to reapply as the Tenant failed to attend the hearing.

The Landlord is entitled to retain the security deposit, in full.

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: January 10, 2022

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Residential Tenancy Branch