



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the Tenant: MNETC, FFT  
For the Landlord: MNDL-S, FFL

### Introduction

On October 3, 2021 the Tenants (hereinafter the “Tenant”) filed an Application for Dispute Resolution for compensation relating to the end of tenancy. Additionally, they applied for reimbursement of the Application filing fee.

On November 7, 2021 the Landlord filed their Application for compensation, and the filing fee. Their Application was crossed with that of the Tenant’s Application that was already in place, concerning the same tenancy.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 10, 2022. The Tenant attended the scheduled hearing; the Landlord did not attend.

### Preliminary Matter – Landlord Application

The Landlord did not attend the hearing, although I left the teleconference hearing connection open until 2:04pm to enable them to call in to this teleconference hearing scheduled for 1:30pm. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Hearing generated when they applied. I also confirmed throughout the duration of the call that the Landlord was not in attendance.

The *Residential Tenancy Branch Rules of Procedure* Rule 7.3 provides that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party or dismiss the application without leave to reapply. On this basis,

I dismiss the Landlord's Application for compensation in its entirety. The Landlord does not have leave to reapply on this issue.

Given that I have dismissed the Landlord's Application, they have no right to hold the Tenant's security deposit – their claim against that deposit is terminated. They must repay the full amount and not retain any amount from that. I grant the Tenant a Monetary Order for the amount of \$2,200 that they paid for the security deposit at the start of the tenancy. This amount is shown on page 3 in the tenancy agreement in the evidence.

#### Preliminary Matter – Tenant Application

The Tenant applied for compensation related to the end of the tenancy. They submitted the Landlord ended the tenancy for the reason that they would occupy the rental unit. This was not communicated to the Tenant with a notice to end a tenancy in writing. In the hearing, the Tenant provided that they did receive the amount of \$4,000 from the Landlord at the end of the tenancy, on October 16, 2022. This is the equivalent of a single month rent amount which is what the Tenant applied for here. They received this payment after they filed their Application; however, they did not withdraw their Application.

The Tenant acknowledged in the hearing that the single payment from the Landlord on October 16, 2021 satisfied their Application here. I dismiss the Tenant's Application for this reason, without leave to reapply.

The Tenant stated they attended the hearing to address the dispensation of the security deposit, as above. They would have had to attend in response to the Landlord's Application in any event; however, they did not withdraw their Application. I dismiss the Tenant's claim to the Application filing fee for the reason they did not amend or update their Application in advance of the hearing.

#### Conclusion

Pursuant to s. 38 of the Act, I grant the Tenant a Monetary Order for the recovery of the security deposit. This amount is \$2,200. I provide the Tenant with this Monetary Order and they must serve it to the Landlord as soon as possible. Should the Landlord fail to

comply with this Monetary Order, the Tenant may file it in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: May 11, 2022

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Residential Tenancy Branch