



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$1,300.00 for damages for the Landlord; for a monetary order of \$3,800.00 for damage or compensation under the Act, retaining the Tenants' \$750.00 security deposit to apply to these claims; and to recover the \$100.00 cost of his Application filing fee.

The Tenants appeared at the teleconference hearing, but no one attended on behalf of the Landlord. The Landlord was provided with a copy of the Notice of a Dispute Resolution Hearing on October 19, 2021; however, neither the Landlord nor an agent for the Landlord attended the teleconference hearing scheduled for June 6, 2022, at 1:30 p.m. (Pacific Time).

The teleconference phone line remained open for over 20 minutes and was monitored throughout this time. The only persons to call into the hearing were the Tenants, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, were the Tenants.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure ("Rules") states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Tenants and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 1:30 p.m. on June 6, 2022, as scheduled.

Rule 7.3 states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party or dismiss the application, with or without leave to reapply. The teleconference line remained open for over 20 minutes; however, neither the Applicant nor an agent acting on his behalf attended to provide any evidence or testimony for my consideration. As a result, and

pursuant to Rule 7.3, I **dismiss the Landlord's Application without leave to reapply.**

Further, pursuant to section 38 (6) of the Act and Policy Guideline #17 ("PG #17"), the **Landlord is Ordered to return double the Tenant's \$750.00 security deposit for a total of \$1,500.00, as soon as possible.**

PG #17, Part C. 3. addresses the required actions for the security deposit in this situation.

3. Unless the tenant has specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit:
  - if the landlord has not filed a claim against the deposit within 15 days of the later of the end of the tenancy or the date the tenant's forwarding address is received in writing;
  - if the landlord has claimed against the deposit for damage to the rental unit and the landlord's right to make such a claim has been extinguished under the Act;
  - if the landlord has filed a claim against the deposit that is found to be frivolous or an abuse of the dispute resolution process;
  - if the landlord has obtained the tenant's written agreement to deduct from the security deposit for damage to the rental unit after the landlord's right to obtain such agreement has been extinguished under the Act; whether or not the landlord may have a valid monetary claim.

[emphasis added]

Given that the Landlord did not submit any evidence to support his Application, nor did he attend the hearing to present the merits of his Application, I therefore, find that the Landlord's Application is frivolous and an abuse of the dispute resolution process.

Accordingly, I award the Tenants with a **Monetary Order** for **\$1,500.00**, which is double their \$750.00 security deposit that the Landlord retained without reasonable cause. This Order must be served on the Landlord by the Tenants and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

### Conclusion

The Landlord's Application is dismissed without leave to reapply, as the Landlord or an

Agent for the Landlord did not attend the hearing to present the merits of the Application. The Respondent Tenants did attend the hearing.

This Decision does not extend any applicable time limits under the Act.

This Decision will be emailed to the address provided by the Tenants during the hearing and to the email address provided by the Landlord in the Application.

This Decision is final and binding on the Parties, except as otherwise provided under the Act, and 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: June 06, 2022

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Residential Tenancy Branch