



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC-S, MND-S, FF

Introduction, Preliminary and Procedural Matters-

This telephone conference call hearing was convened as the result of the landlords' application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for compensation for a monetary loss or other money owed, compensation for alleged damage to the rental unit by the tenant, authority to keep the tenants' security deposit to use against a monetary award, and recovery of the cost of the filing fee.

The hearing began at 1:30 p.m. Pacific Time on Tuesday, August 2, 2022, as scheduled and the telephone system remained open and was monitored for 11 minutes. During this time, the landlords did not call into the hearing; however, the tenants were present and ready to proceed.

I continued the hearing for 11 minutes, in order to allow someone for the landlord to call into the hearing. I exited the hearing at 1:41 pm.

Rules 7.3 and 7.4 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

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 re-apply.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of anyone for the landlords/applicants to present evidence at the hearing and in light of the tenants/respondents' attendance at the hearing, **I order the application dismissed without leave to reapply.**

While waiting for the landlord to attend the hearing, the tenants testified that they provided the landlord with their forwarding address by registered mail and email, shortly after the tenancy ended on December 5, 2021. The tenants confirmed that the landlords used this address for serving the tenants with their application for dispute resolution.

I also determined that the surname of tenant GB appeared to be incorrectly spelled. I have therefore used the corrected spelling on the cover page and resulting monetary order.

The tenants confirmed that they paid a security deposit of \$630 and the landlord has not returned the security deposit.

As I have dismissed the landlord's application claiming against the tenants' security deposit without leave to reapply, I **order** the landlord to return the tenants' security deposit of \$630, immediately.

To give effect to this order, I grant the tenants a monetary order pursuant to sections 62 and 67 of the Act for the amount of **\$630**.

Should the landlords fail to pay the tenants this amount without delay, the monetary order must be served upon the landlord for enforcement, and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court.

Conclusion

The landlords' application is dismissed, without leave to reapply, as they did not call into the teleconference hearing on the date and time scheduled.

The landlords are ordered to return the tenants' security deposit of \$630.

The tenants are granted a monetary order in the amount of \$630 in the event the landlords do not comply with this order.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 03, 2022

Residential Tenancy Branch