



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

This hearing was scheduled to deal with a landlord's claim for unpaid rent and authorization to make deductions from the tenant's security deposit.

The landlord's agent appeared at the hearing; however, there was no appearance by the tenant.

Since the tenant did not appear, I explored service of the hearing materials and evidence upon the tenant.

The landlord's agent testified the hearing materials were sent to the tenant's forwarding address on March 31, 2022 via registered mail. The landlord's agent orally provided a tracking number and a search of the tracking number showed the registered mail was successfully delivered on April 1, 2022. I was satisfied the tenant was served with the hearing documents and I continued to hear from the landlord's agent without the tenant present.

### Procedural Matters

During the hearing, I noted that the landlord's documentary evidence was rather scant as the landlord had only provided a copy of the tenancy agreement and an email from the tenant dated February 7, 2022; yet, I heard the tenancy ended pursuant to a *Two Month Notice to End Tenancy for Landlord's Use of Property* and the tenant vacated the rental unit part way through the month of March 2022 and returned the keys on a later date. The landlord had initially sought a lesser amount for unpaid rent and then sought to amend the claim for unpaid rent to increase it. The landlord's agent also stated a partial refund of the security deposit had been made to the tenant. I asked for more details to determine the landlord's entitlement to the amount claimed and the balance of

the unrefunded security deposit, but landlord's agent did not have the tenancy documents before him as he was not in his office. So that I may corroborate the landlord's agent's testimony and verify calculations, I ordered the landlord to submit additional documents to me (the Notice of Rent Increase, the tenant's ledger, proof of the amount of the security deposit already refunded, the move-out inspection report and communication regarding the return of the keys) by uploading the documents to the Residential Tenancy Branch service portal by November 24, 2022. As of the date of writing this decision the evidence I ordered the landlord to produce has not been received.

Given the landlord's failure to produce the documents I ordered, I dismiss the landlord's claim for unpaid rent without leave to reapply and I deny the landlord's request to make any deductions from the security deposit.

In keeping with Residential Tenancy Policy Guideline 17, I order the landlord to refund the security deposit to the tenant, in the full amount of \$925.00, and I provide the tenant with a Monetary Order in the amount of \$925.00 to ensure payment is made. If the landlord has already made a partial refund of the deposit to the tenant, the tenant may pursue collection of the remainder of the security deposit with the Monetary Order that I provide.

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: December 14, 2022

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Residential Tenancy Branch