



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINGA BROS HOLDING LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, MNSD

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of the tenants' security deposit of \$650.00, pursuant to section 38;
- a monetary order for compensation of \$4,200.00 for damage or loss under the *Act, Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67.

The two applicant tenants did not attend this hearing, which lasted approximately 17 minutes. The respondent landlord's two agents, "landlord BS" and "landlord NV," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing began at 1:30 p.m. and ended at 1:47 p.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord's two agents and I were the only people who called into this teleconference.

The landlord's two agents confirmed their names and spelling. Landlord NV provided her email address for me to send this decision to her after the hearing.

Landlord BS stated that the landlord company ("landlord") named in this application owns the rental unit. He provided the rental unit address. He said that he is a partner of the landlord. Landlord NV said that she is a property manager assistant employed by the landlord. The landlord's two agents confirmed that they had permission to represent

the landlord at this hearing. Landlord BS identified landlord NV as the primary speaker for the landlord at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure (“Rules”)* does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, the landlord’s two agents affirmed, under oath, that they would not record this hearing.

I explained the hearing process to the landlord’s two agents. They had an opportunity to ask questions, which I answered. They stated that they were ready to proceed with this hearing. They did not make any adjournment or accommodation requests.

Landlord NV confirmed receipt of the tenants’ application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenants’ application.

Preliminary Issue – Dismissal of Tenants’ Application

Rule 7.3 of the RTB *Rules* states:

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.

In the absence of any appearance by the two tenants, I order the tenants’ entire application dismissed without leave to reapply.

Preliminary Issue – Residential Tenancy Policy Guideline 17

Residential Tenancy Policy Guideline 17 states the following, in part (my emphasis added):

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.

As per the above, I am required to deal with the tenants' security deposit because the tenants applied for its return. The tenants did not appear at this hearing to provide evidence regarding their application to obtain a return of the security deposit. The tenants' entire application was dismissed without leave to reapply, as noted above.

The landlord's two agents testified regarding the following facts. This tenancy began on January 1, 2017 and ended on March 31, 2022. Monthly rent of \$1,300.00 was payable on the first day of each month. A security deposit of \$650.00 was paid by the tenants and the landlord continues to retain this deposit in full. A written tenancy agreement was signed by both parties. A written forwarding address was provided by the tenants to the landlord sometime in April 2022.

Over the period of this tenancy, no interest is payable on the landlord's retention of the tenants' security deposit. In accordance with section 38 of the *Act* and Residential Tenancy Policy Guideline 17, I order the landlord to retain the tenants' entire security deposit of \$650.00.

Conclusion

The tenants' entire application is dismissed without leave to reapply.

I order the landlord to retain the tenants' entire security deposit of \$650.00.

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 05, 2022

Residential Tenancy Branch