



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding LIM'S PROPERTY ENTERPRISE
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with the Application for Dispute Resolution by the Landlord filed under the *Residential Tenancy Act* (the “Act”), for a monetary order for damages or compensation under the *Act*, for permission to retain the security deposit, and for the return of their filing fee. The matter was set for a conference call.

The Landlord and their Legal Counsel (the “Landlord”) as well as both the Tenants attended the hearing and were each affirmed to be truthful in their testimony. Each party was provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damages or compensation under the Act?
- Is the Landlord entitled to retain the security deposit for this tenancy?
- Is the Landlord entitled to the return of their filing fee?

Preliminary Matter

At the outset of this hearing, it was noted that the value of the Landlord’s monetary worksheet, the document that provides the detailed calculation of their monetary claim,

did not match the value of the claim indicated on the Landlord's application for these proceedings.

The Landlord submitted that the value of their claim was the amount of the security and pet damage deposits for this tenancy and that they believe that the Tenants had extinguished their right to the return of their deposits under the *Act*. The Landlord submitted that the value of their claim for damages did not exceed the value of the deposits they are holding and that they did not need these proceedings to retain the security deposits. The Landlord stated that they were unaware of the extinguishment causes in the *Act* when they originally applied and requested to withdraw their application for these proceedings.

The Tenants testified that they did not believe that they had extinguished their right to the return of their deposits for this tenancy. The Tenants were advised of their right to submit an application for a Dispute Resolution hearing to recover their deposit if they feel they are entitled to the return of the deposits under the *Act*.

I accept the Landlord's request, and I find that this Application for Dispute Resolution has been withdrawn.

Conclusion

The Application for Dispute Resolution has been withdrawn.

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: February 14, 2023

Residential Tenancy Branch