



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

On August 19, 2015 the Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, to retain all of part of the security deposit, for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, and to recover the fee for filing an Application for Dispute Resolution.

On August 20, 2015 the Tenants filed an Application for Dispute Resolution in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss, to recover their security deposit, and to recover the fee for filing an Application for Dispute Resolution.

Those matters were scheduled to be jointly considered at the hearing on November 02, 2015.

Due to an administrative error with some of the documents provided to me, I understood the Application for Dispute Resolution filed under this file number had been filed by a third party who had sublet a portion of the rental unit from these Tenants. At the time of the hearing I severed the two Applications for Dispute Resolution as I understood they did not involve identical parties.

After the hearing concluded it was brought to my attention that although there is an Application for Dispute Resolution attached to this file that names the third party who subleased a portion of the rental unit, her Application for Dispute Resolution is not associated to this file number. This file number relates to the Tenants' Application for Dispute Resolution. Upon closer review, the Application for Dispute Resolution filed by the Tenants and the Application for Dispute Resolution filed by the Landlord could have been jointly considered at the hearing on November 02, 2015.

Issue(s) to be Decided

Are the Tenants entitled to recover all or part of their security deposit?

Background and Evidence

At the hearing on November 02, 2015 the Landlord and the Tenants agreed that:

- sometime prior to August 15, 2015 they each signed a written tenancy agreement, a copy of which was submitted in evidence;
- the tenancy agreement declared that the tenancy would begin on August 15, 2015;
- the tenancy agreement declared that rent of \$1,800.00 was due by the first day of each month;
- a security deposit of \$900.00 was paid on July 13, 2015;
- there is a separate suite in the residential complex;
- the Landlord gave the Tenants permission to rent the separate suite to a third party, effective August 01, 2015;
- the Tenants moved some furniture into the separate suite but they never moved property into the main portion of the rental unit;
- on August 09, 2015 the male Tenant sent the Landlord a text message in which he informed the Landlord the Tenants would not be moving into the rental unit; and
- the Tenant provided the Landlord with his forwarding address, in writing, on August 21, 2015.

The Tenants are seeking to recover their security deposit of \$900.00.

Analysis

As I concluded after the hearing on November 02, 2015 that the Landlord was entitled to retain the Tenant's security deposit of \$900.00, I find there is no need to schedule a new hearing to consider the merits of the Tenants' claim to recover their security deposit. Given that the Landlord has established a right to the security deposit there is nothing the Tenants can submit that will entitle them to the return of the deposit.

I therefore find that I can fairly adjudicate the Tenants' Application for Dispute Resolution on the basis of the information they provided at the hearing on November 02, 2015. At the hearing on November 02, 2015 the Tenants failed to establish that they have the right to the return of their security deposit and I therefore dismiss their claim to recover the security deposit.

As the Tenants have failed to establish the merits of their Application for Dispute Resolution I dismiss their claim to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Tenants' Application for Dispute Resolution is dismissed in its entirety.

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: November 09, 2015

Residential Tenancy Branch

