



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, FF, RR, MND, MNDC, OPB, OPR

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the landlord the opportunity to testify at the hearing.

The tenant did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

### Decision and reasons

#### Tenant's application

Even though I waited until well past the time at which the hearing was to start, the tenant did not join the conference call that was set up for the hearing.

I therefore dismiss the tenant's application without leave to re-apply.

#### Landlord's application

The landlord(s) had applied for an order of possession however at the time of the hearing the tenant had already vacated and the landlord had possession of the rental



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unit and therefore an order of possession is no longer needed. However rent in the amount of \$4800.00 is still outstanding to the end of December 2009.

I therefore

Order pursuant to Section 67 that the respondent(s) pay to the applicant(s) the sum of:

Outstanding rent	\$4800.00
Total	\$4850.00

Section 72 of the Residential Tenancy Act states:

**72**(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(a) in the case of payment from a landlord to a tenant, from any rent due to the landlord, and

***(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.***

The landlord may therefore retain the full security deposit plus interest in partial satisfaction of the order I have issued.

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: January 15, 2010.

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Dispute Resolution Officer