



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF
 MNDC MNSD FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking a Monetary Order for damage to the unit, for unpaid rent or utilities, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant.

The Tenant filed seeking a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, the return of double his security deposit, and to recover the cost of the filing fee from the Landlord.

No one was in attendance for either the Landlords or the Tenant.

Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation or tenancy agreement?
2. If so, has the Landlord met the burden of proof to be awarded monetary compensation as a result of that breach?
3. Was damage caused to the rental unit during the course of the Tenant's tenancy?
4. What is the disposition of the security deposit in accordance with the *Residential Tenancy Act*?

Background and Evidence

There was no additional evidence or testimony provided as there was no one in attendance at the scheduled hearing.

Analysis

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing.

In the absence of the Landlords and Tenant, the telephone line remained open while the phone system was monitored for ten minutes and no one on behalf of either party called into the hearing during this time.

Based on the aforementioned I find that neither party presented the merits of their application; therefore both applications are hereby dismissed with leave to reapply.

Conclusion

I HEREBY DISMISS the Landlords' application, with leave to reapply.

I HEREBY DISMISS the Tenant's application, with leave to reapply.

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: September 07, 2011.

Residential Tenancy Branch