



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

For the tenant: MNSD FF  
For the landlord: MND MNR MNSD FF

### Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied for return of all or part of a security deposit or pet damage deposit, to recover the filing fee, and “other”, however, did not specify clear details pertaining to “other” in their application for dispute.

The landlord applied for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, to keep all or part of a security deposit, and to recover the filing fee.

No one was in attendance for either the tenant or the landlord.

### Issues to be Decided

- Is either party entitled to a monetary order under the *Act*?
- Should the security deposit be returned to the tenant?

### 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.

Rule 10.1 of the Rules of Procedure provides as follows:

**10.1 Commencement of the dispute resolution proceeding**

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Dispute Resolution Officer. The Dispute Resolution Officer may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to reapply.

In the absence of the tenant and landlord, the telephone line remained open while the phone system was monitored for eleven minutes and no one on behalf of the tenant or landlord called into the hearing during this time. Based on the aforementioned, **I find** that the tenant and landlord have not presented the merits of their respective applications and their applications are hereby **dismissed with leave to reapply**.

Conclusion

**I HEREBY DISMISS** the applications of the tenant and the landlord, with leave to reapply.

I note this does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 20, 2012

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Residential Tenancy Branch