



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution pursuant to the *Residential Tenancy Act* (the “Act”) by the landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The applicant landlord and the respondent tenant did not appear at the teleconference hearing scheduled for this date, Thursday, September 4, 2014 at 9:30 a.m., Pacific Time. A person, J.B., attended who claimed to be the agent for the landlord; however, there was no documentary evidence submitted the applicant landlord to support that J.B., an unnamed party to the dispute, was acting as agent for the landlord. In addition, J.B. did not state that he had full knowledge of the events related to the tenancy and the landlord’s application.

### Preliminary Matter and 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 hearing** The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of the applicant landlord and respondent tenant, the telephone line remained open while the phone system was monitored for ten minutes. I am not satisfied that J.B. was acting as agent for the landlord as J.B. failed to indicate that he had full knowledge of the events related to the tenancy, the landlord's application, and that there was no documentary evidence such as a fax from the landlord supporting that J.B. would be calling into the hearing on landlord's behalf or was an agent for the landlord.

Based on the aforementioned I find that the applicant landlord has not presented the merits of their application and the application is hereby **dismissed with leave to reapply**.

#### Conclusion

The landlord's application is dismissed 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 4, 2014

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Residential Tenancy Branch

