



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD MNDC O FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on October 3, 2014, seeking to obtain a Monetary Order for: unpaid rent or Utilities; to keep all or part of the security and or pet deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; for other reasons; and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by the Tenant, K.N. No one appeared on behalf of the Landlord despite this hearing being scheduled to hear matters pertaining to the Landlord's application.

### Issue(s) to be Decided

- 1) Should the Landlords' application for dispute resolution be dismissed with or without leave to reapply?
- 2) Should the Landlords be ordered to return the Tenant's security deposit?

### Background and Evidence

The Tenant appeared and was not able to provide specific details of her tenancy agreement. She stated that she thought they entered into a written tenancy agreement for a month to month tenancy that began sometime in 2013 and that they vacated the property sometime in the summer of 2014, possibly in August.

The Tenant stated that she was not sure about the details of the security deposit and indicated that she had attended a hearing back in October 2014 based on her application. The Tenant stated that she was told she won her case; however, she has never received a written decision so she does not know what she was awarded. The Tenant was instructed to contact the Residential Tenancy Branch to obtain a copy of the Decision for her previous hearing.

There was no additional evidence or testimony provided in support of the Landlord's application as no one attended the scheduled teleconference hearing on behalf of the Landlords.

### 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 applicant Landlord, the telephone line remained open while the phone system was monitored for eleven minutes and no one on behalf of the Landlords called into the hearing during this time.

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.

Accordingly, in the absence of any oral submissions from the applicant Landlord, I order their application dismissed without liberty to reapply.

In this case I declined to order the return of the security deposit as the Tenant was unable to provide me with specific details of her tenancy, such as start and date dates and the amounts of any deposits paid. The Tenant was uncertain of the specific information pertaining to the security deposit payment or disbursement and was not able to provide information about whether there were previous orders to have the security deposit returned. Therefore, the Tenant is at liberty to file her own application in accordance with the Act, if she determines that she is entitled to the return of any deposits being held by the Landlord.

### Conclusion

I HEREBY DISMISS the Landlord's application, without 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: May 07, 2015

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Residential Tenancy Branch

