



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, FF, MNDC, MNSD, OLC

### Introduction

The applicant failed to contact the telephone bridge number at the scheduled time for the hearing. Two agents appeared on behalf of the landlords. The telephone line conference line remained open and the phone system was monitored for ten minutes. The applicant failed to appear. I then proceeded with the hearing.

The hearing was scheduled as a conference call hearing. The applicant failed to attend. She wrote a letter apologizing that she would be unable to attend the hearing in person because she was attending a course that could not be rescheduled. The letter states that if her evidence is insufficient for the arbitrator to find in her favour she would submit a review after the fact.

Rule 10.1 of the Rules of Procedure provide 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 arbitrator. The arbitrator 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 re-apply.

The applicant failed to attend the hearing and failed to present evidence at the hearing. I determined that documents mailed to the Residential Tenancy Branch cannot be considered in the absence of affirmed testimony of a party or witness at the hearing. Two agents appeared on behalf of the landlord. I ordered that the claims of the tenant in the sum of \$700 for one month rent, \$450 for moving expenses and \$300 in damages be dismissed without liberty to re-apply.

The tenant sought an order for the return of the security deposit. That claim was premature and should not have been included in the Application filed on April 21, 2015 as the tenant was still in possession. The landlord has 15 days from the later of the end of the tenancy or the date the landlord receives the tenant's forwarding address in writing to either return the security deposit or file a claim. If the landlord fails to file a claim the tenant can make a claim for double the security deposit. I ordered that the claim for the return of the security deposit be dismissed with liberty to re-apply. I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

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: June 04, 2015

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Residential Tenancy Branch

