



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was originally scheduled for August 25, 2016, via teleconference call, to deal with a landlord's application for a Monetary Order for compensation for damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenant's security deposit. On August 25, 2016 both parties appeared and were represented. I ordered the hearing adjourned so as to provide the landlords the opportunity to (re)submit evidence. A Notice of Adjourned Hearing was sent to the parties by the Residential Tenancy Branch along with an Interim Decision that should be read in conjunction with this decision.

During the period of adjournment, the landlords' evidence was received by the Residential Tenancy Branch.

The adjourned hearing had been scheduled for 9:30 a.m. on November 8, 2016, via teleconference call, and at the commencement of the hearing the tenant and her legal representative were present. At 9:40 a.m. the landlord's legal counsel connected to the teleconference call. Initially, the landlords' legal counsel stated that he thought the hearing was scheduled for 11:30 a.m. When I asked why he was calling in at 9:40 a.m. if he thought the hearing was at 11:30 a.m. he responded by stating he had called in using the wrong telephone number. A few seconds later, at 9:40 a.m., his telephone connection terminated unexpectedly. I left the telephone connection open until 9:47 a.m. to give the landlords' legal counsel the opportunity to reconnect to the hearing; however, during that time the landlords' lawyer, nor the landlords, (re)connected to the teleconference call.

Given the landlords' failure to appear and present the landlords' case as scheduled, and considering the tenant appeared and indicated she had been prepared to proceed; I dismissed the landlord's application without leave to reapply.

Although I have dismissed the landlords' application, which included a request to retain the tenant's security deposit, I have not ordered the return of the security deposit to the tenant in this case as the tenant orally confirmed to me during the hearing that she had "forfeited" the security deposit to the landlords in recognition of damage to the rental unit.

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: August 25, 2016

Residential Tenancy Branch