



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, AAT

Introduction

This hearing convened as a result of the Tenant's Application for Dispute Resolution wherein the Tenant requested monetary compensation from the Landlord, return of his security deposit, and an Order pursuant to section 30 of the *Residential Tenancy Act* allowing the Tenant or his guests access to the rental unit. At the outset of the hearing on November 15, 2016, the Tenant confirmed he no longer sought an Order pursuant to section 30. Accordingly, that request is noted as withdrawn.

The hearing occurred by teleconference on November 15, 2016 and was adjourned to January 3, 2017. Both parties called into the November 15, 2016 hearing, however when the hearing reconvened only the Landlord attended.

The Landlord stated that he sent his evidence to the Tenant by registered mail immediately after the first hearing on November 15, 2016, and as required by my Interim Decision of that same day. He stated that the package was returned to him as being undeliverable as the forwarding address provided by the Tenant was invalid. The Landlord further stated that he was prepared to send the Tenant his \$100.00 security deposit to his forwarding address, but as the address provided was not valid and accordingly he was concerned about sending the Tenant's funds to this address.

A review of the internal audit notes confirm that the Tenant called the residential tenancy branch on November 28, 2016 and was provided with details of the hearing on today's date. These notes confirm that the Tenant also provided an updated address, to which the Decision and Notice of Hearing were sent on December 1, 2016.

The teleconference was set to commence at 10:30 a.m. on January 3, 2017. The line remained open while the phone system was monitored for fifteen minutes and the only participant who called into the hearing during this time was the Respondent Landlord.

Analysis and Conclusion

Rule 7.1 of the *Residential Tenancy Branch Rules of Procedure* provides as follows:

Commencement of Hearing:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

Rule 7.3 provides as follows:

Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Tenant did not call into the hearing on January 3, 2017, and the Respondent Landlord appeared and was ready to proceed, I dismiss the claim without leave to reapply.

This decision is final and binding on the parties, except as 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: January 3, 2017

Residential Tenancy Branch