Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADIAN NATIONAL RELOCATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

On September 12, 2016 a hearing was conducted via the conference call between these two parties. In that decision it was noted by the arbitrator that the application for dispute and the notice of hearing was sent to the landlord's service address that was recorded on the tenancy agreement. This address was different than the service address provided by the landlord on the condition inspection report and on the application for review. The tenant was granted a monetary order. The landlord applied for a review of this decision. The arbitrator ordered the decision and accompanying order suspended pending a review hearing for the tenant's application.

This is a review hearing granted for the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the Act.

Both parties attended the hearing via conference call and provided affirmed testimony. As both parties have attended and have confirmed receipt of the notice of hearing package, I am satisfied that both parties have been sufficiently served as per section 90 of the Act.

At the outset the landlord's agent (the landlord) requested an adjournment to the hearing as he was only served with the notice of hearing package 1 week prior to the scheduled hearing date and that he has not had sufficient time to review and respond to the tenant's documentary evidence. The landlord clarified that the Residential Tenancy Branch had mistakenly served the landlord with the notice of the review hearing package to the wrong address for service. The tenant confirmed in her direct testimony that had only received the package just prior to the hearing, but that she was able to file her evidence and serve the landlord just one week prior to the scheduled hearing time. In reviewing the evidence of both parties, I find that an adjournment is warranted to allow the landlord an opportunity to respond and rebut the tenant's submitted documentary evidence as this is a monetary claim and there is no prejudice to the

tenant. As such, the landlord's request for an adjournment is granted. The landlord was directed to immediately review and respond to the tenant's documentary evidence.

On April 11, 2017 the hearing was reconvened via conference call at 10:30am. Both parties failed to attend the hearing by way of conference call. I waited until 11 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing.

Rule 7 of the Rules of Procedure provides that:

7.1 Commencement of the dispute resolution hearing
The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.
7.2 Delay in the start of a hearing
In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.
In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.
7.3 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.
7.4 Evidence must be presented
Evidence must be presented by the party who submitted it, or by the party's agent.
If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any evidence or submissions from either party and in the absence of both parties participation in this hearing, I order the application dismissed with leave to reapply. I make no findings on the merits of the matter. Leave 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: April 12, 2017

Residential Tenancy Branch