



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing convened as a result of Tenant's Application for Dispute Resolution wherein the Tenant requested return of her security deposit and to recover the filing fee.

The hearing was conducted by teleconference on May 31, 2017 and continued on August 1, 2017. Both parties called into the hearing on May 31, 2017. Only the Landlord, L.P., called into the continuation of the hearing on August 1, 2017.

Analysis and Conclusion

Rule 7 of the *Residential Tenancy Branch 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.

The Tenant bears the burden of proving her claim on a balance of probabilities. As she did not call into the reconvened hearing and the Landlord called in and was ready to proceed, I dismiss the Tenant's 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: August 1, 2017

Residential Tenancy Branch