



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on September 29, 2017, wherein the Tenant sought return of double his security deposit, recovery of the filing fee and compensation for the cost of a fob for a total monetary claim of \$1,550.00.

The Tenant's Application was set for hearing by telephone conference call at 1:30 p.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent Landlord. I confirm that I left the teleconference hearing connection open until 1:42 in order to enable the Tenant to call into this teleconference. I also confirmed that the correct call-in numbers and participant codes had been provided to both parties in their respective Notices of Hearing. I further confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord called into the hearing and was given an opportunity to present affirmed testimony.

The Landlord testified that the tenancy began March 10, 2016. Monthly rent was payable in the amount of \$1,400.00 and the Tenant paid a \$700.00 security deposit.

The Tenant applied for dispute resolution on September 29, 2017 although he failed to call into the hearing.

Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing:

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

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 by 1:42 p.m., and the Landlord called in and was ready to proceed, **I dismiss the Tenant's claim without leave to reapply.**

Having dismissed the Tenant's claim for return of his deposit, I therefore authorize the Landlord to retain the \$700.00 deposit.

The Landlord was reminded that the Landlord must deal with deposits in accordance with section 38 of the *Act*. Further information can be found online at: <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/returning-deposits>

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 30, 2018

Residential Tenancy Branch