



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

Pursuant to section 9.1 (1) of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the landlord's application for:

- a Monetary Order for unpaid rent pursuant to section 67 of the *Act*;
- an Order allowing the landlord to retain the security deposit pursuant to section 38 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

Neither tenant attended at the appointed time set for the hearing, although I waited until 9:42 A.M. to enable them to participate in this hearing scheduled for 9:30 A.M. The agent for the landlord SP did appear.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent and an Order allowing the landlord to retain the security deposit and an Order that the landlord may recover the filing fee from the tenant?

Background and Evidence

The agent for the landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

At the outset it was determined that no evidence had been uploaded in support of the application. In these circumstances the agent for the landlord elected not to call any evidence.

Analysis

Rule 7.1 of the Rules of Procedure provides as follows:

7.1 Commencement of the hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

I was ready to hear evidence about the service of all documents as required under the *Act* and, the substantive issues however, as no documents were entered into evidence and the agent for the landlord elected not to provide any oral evidence the matter did not proceed.

Accordingly, **in the absence of any evidence or submissions I order the application dismissed with liberty to reapply.** I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

Conclusion

As noted above, this Application for Dispute Resolution is dismissed with leave to reapply.

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: June 28, 2018

Residential Tenancy Branch