



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

FFL, MNRL-S

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord sought monetary compensation from the Tenant for unpaid rent, authority to retain the Tenant's security deposit and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference at 1:30 p.m. on January 28, 2020. Only the Tenant called into the hearing.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenant and I were the only ones who had called into this teleconference.

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 Applicant, the Landlord bears the burden of proving their claim on a balance of probabilities. The Landlord did not call into the hearing by 1:40 p.m. and therefore did not provide any testimony or submissions in support of his claim. Conversely, the Tenant called in and was ready to proceed. I therefore dismiss the Landlord's claim without leave to reapply.

The Tenant stated that the Landlord returned his security deposit in October; he further advised that since he was unsure how the hearing would unfold, he did not cash the Landlord's cheque. As I have dismissed the Landlord's claims, including the Landlord's request for authority to retain the Tenant's deposit, the Tenant is entitled to return of the security deposit. The Tenant was therefore advised to cash the Landlord's cheque representing return of his security deposit.

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 28, 2020

Residential Tenancy Branch