



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MILAN HOLDINGS INC.
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes MNRL-S, FFL

On October 25, 2019, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On October 29, 2019, this Application was set down for a hearing on March 10, 2020 at 1:30 PM.

Tenant N.P. attended the hearing; however, the Landlord did not make an appearance during the 10-minute hearing. All in attendance provided a solemn affirmation.

The Tenant advised that he was not served the Notice of Hearing package by the Landlord, that they never provided the Landlord with a forwarding address in writing, and that the Landlord used the dispute address for service of the Notice of Hearing package. As well, he stated that there was an agreement made, on or around November 2019, between his legal counsel and the Landlord with respect to the Landlord retaining the security deposit.

Issue(s) to be Decided

- Is the Landlord entitled to monetary compensation for unpaid rent?
- Is the Landlord entitled to apply the security deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

This hearing was scheduled to commence via teleconference at 1:30 PM on March 10, 2020.

Rule 7.1 of the Rules of Procedure stipulates that 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 dialed into the teleconference at 1:30 PM and monitored the teleconference until 1:40 PM. The Tenant was the only party that dialed into the teleconference during this time. 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 was the only other party who had called into this teleconference.

Analysis

As the Applicant did not attend the hearing by 1:40 PM, I find that the Application for Dispute Resolution has been abandoned.

As the Landlord was not successful in their claim, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the Application for Dispute Resolution without leave to reapply. In addition, I have not made any findings of fact or law with respect to the Application or the security deposit.

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: March 10, 2020

Residential Tenancy Branch