



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on January 19, 2020, in which the Tenant sought return of her security deposit and recover of the filing fee.

The hearing of the Tenant's Application was scheduled for teleconference at 1:30 p.m. on June 11, 2020. The line remained open until 1:42 p.m. and the only participant who called into the hearing during this time was the Respondent Landlord and her daughter R.T. 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 Respondents 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 Tenant bears the burden of proving their claim on a balance of probabilities. As the Applicant did not call into the hearing by 1:42 p.m., and the

Respondent called in and was ready to proceed, **I dismiss the Tenant's claim without leave to reapply.**

I authorize the Landlord to retain the Tenant's security deposit.

Despite her authority to retain the funds, the Landlord indicated she would return \$200.00 to the Tenant. Although she may wish to do so, I confirm she is not legally required to and is instead authorized to retain those funds.

During the hearing I informed the Landlord I would provide the Tenant's mailing address on the unpublished cover page of this Decision; however, the Tenant's mailing address, which was provided to the Residential Tenancy Branch when the Tenant filed her Application for Dispute Resolution, is the rental unit. Since the tenancy ended and the Tenant no longer occupies the rental unit, the Landlord should not send these funds to the Tenant at this address; rather, the Landlord may wish to ascertain the Tenant's current mailing address should the Landlord return the \$200.00 as she indicated she would.

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: June 12, 2020

Residential Tenancy Branch