



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL-S, FFL

On February 22, 2020, the Landlords 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 March 4, 2020, this Application was set down for a hearing on July 3, 2020 at 1:30 PM.

R.A. attended the hearing as an advocate for the Tenant; however, neither Landlords made an appearance during the 16-minute hearing. The Tenant provided a letter of authorization to have R.A. attend the hearing on her behalf. All in attendance provided a solemn affirmation.

R.A. advised that the Tenant received the Notice of Hearing package from the Landlords on or around the end of February 2020 and that it was sent to the forwarding address that the Tenant provided to the Landlords by email on February 10, 2020. As well, she stated that the Tenant gave the Landlords written consent for the Landlords to retain her 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 July 3, 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 1:46 PM. R.A. 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 representative for the Tenant was the only other party who had called into this teleconference.

### Analysis

As the Applicants did not attend the hearing by 1:46 PM, I find that the Application for Dispute Resolution has been abandoned.

Furthermore, as R.A. advised that the Tenant gave the Landlords written consent to keep the security deposit, the Landlords are permitted to retain the security deposit and the doubling provisions of Section 38 of the *Act* with respect to this deposit will not be considered.

As the Landlords were not successful in their claim, I find that the Landlords are 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, the Landlords may keep the security deposit pursuant to the Tenant's written authorization.

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: July 3, 2020

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Residential Tenancy Branch