



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on June 12, 2020, wherein the Landlord sought monetary compensation from the Tenants in the amount of \$6,706.00.

The hearing of the Landlord's Application was scheduled for teleconference at 9:30 a.m. on July 10, 2020. The line remained open until 9:40 a.m. and the only participants who called into the hearing during this time were the Respondent Tenants. 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 Tenants and I were the only ones who had called into this teleconference.

The Tenants attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

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. As the Landlord did not call into the hearing by 10:40 a.m., and the Tenants called in and were ready to proceed, I dismiss the Landlord's claim without leave to reapply.

In her Application the Landlord sought authority to retain the Tenants' security and pet damage deposit. As I have dismissed her claim, she must return these funds to the Tenants. The Tenant A.C. confirmed that they paid a \$1,500.00 security deposit and a \$1,500.00 pet damage deposit; this was also confirmed in the tenancy agreement provided in evidence by the Landlord.

I therefore Order the Landlord to return the deposits to the Tenants. In furtherance of this I grant the Tenants a Monetary Order in the amount of **\$3,000.00**. The Tenants must serve this Order on the Landlord and may file and enforce it in the B.C. Provincial Court (Small Claims Division).

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: July 10, 2020

Residential Tenancy Branch