



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND-S, FF

Introduction, Preliminary and Procedural Matters-

This telephone conference call hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- compensation for alleged damage to the rental unit by the tenant;
- authority to keep the tenant's security deposit and pet damage deposit to use against a monetary award; and
- recovery of the filing fee

The hearing began at 1:30 p.m. Pacific Time on Friday, September 4, 2020, as scheduled and the telephone system remained open and was monitored for 12 minutes.

During this time, the applicant/landlord did not call into the hearing; however, the tenant was present at the hearing.

I continued the hearing for 12 minutes, in order to allow the applicant/landlord to call into the hearing.

During the hearing, the tenant said that the landlord had returned her pet damage deposit and most of her security deposit. The tenant, however, could not recall how much the landlord withheld from her security deposit. The tenant confirmed her email address.

Rules 7.3 and 7.4 of the Rules of Procedure provides as follows:

7.3 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.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, **in the absence of any evidence or submissions, I order the landlord's application dismissed.**

As the respondent/tenant attended, I dismiss the landlord's application, **without leave to reapply.**

Although I dismissed the landlord's application claiming against the tenant's security deposit and pet damage deposit, I decline to award the tenant the balance of her security deposit, as she did not recall the amount withheld.

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: September 4, 2020

Residential Tenancy Branch