



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 was scheduled to convene at 1:30 p.m. on October 26, 2020 by way of conference call concerning an application made by the landlord seeking:

- a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement;
- a monetary order for damage to the rental unit or property;
- a monetary order for unpaid rent or utilities;
- an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and
- to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony and provided evidence in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord's agent testified that the tenant was served with the Application for Dispute Resolution, notice of this hearing and evidence (the Hearing Package) by registered mail on July 24, 2020 and was permitted to provide proof of such service after the hearing had concluded. The landlord has not provided any such evidence, and more than sufficient time has been allowed.

Since the landlord has not provided the required evidence, I dismiss the landlord's application with leave to reapply.

I have made no findings of fact or law with respect to the merits of this matter, and I make no orders with respect to extending any time limits.

Conclusion

For the reasons set out above, the landlord's application is hereby dismissed with leave to reapply.

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: November 09, 2020

Residential Tenancy Branch