



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FFT

Introduction and Analysis

This hearing dealt with an Application for Dispute Resolution (application) by the tenants seeking remedy under the *Residential Tenancy Act* (the Act) for the return of double their security deposit of \$1,300.00 in the amount of \$2,600.00, plus the filing fee of \$100.00 for a total of \$2,700.00.

The tenants were provided with a copy of the Notice of a Dispute Resolution Proceeding document dated November 3, 2020 (Notice of Hearing). The tenants however, did not attend the teleconference hearing set for this date, Friday, February 12, 2021 at 1:30 p.m. Pacific Time. The phone line remained open for 10 minutes and was monitored throughout this time. The only persons to call into the hearing were the landlords, PL and KG (landlords) who confirmed that they were advised of the hearing by way of a reminder email from the Residential Tenancy Branch (RTB). I have confirmed that file records support that the tenants did not make any attempt to cancel the hearing prior to the hearing date and time.

Following the ten-minute waiting period, the application of the tenants was **dismissed without leave to reapply** as the tenants failed to attend the hearing date and time to present the merits of their application or at the very least cancel their scheduled hearing in advance of the hearing. This is pursuant to Rule 7.1 and 7.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). The landlords did attend the hearing.

During the hearing, the spelling of the surname of the landlord, the postal code of the rental unit, the name of the city/town of the rental unit, and email address of landlord PL were corrected pursuant to section 64(3)(c) of the Act.

Conclusion

The tenants' application is dismissed without leave to reapply.

The filing fee is not granted as the application was dismissed without leave to reapply.

This decision does not extend any applicable time limits under the Act.

This decision will be emailed to both parties.

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: February 12, 2021

Residential Tenancy Branch