



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 ENERGY REALTY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDL-S, MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent, for a monetary Order for damage to the rental unit; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that this Dispute Resolution Package was served to her, via registered mail, on November 23, 2020.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent, and to keep all or part of the security deposit?

Background and Evidence

This hearing was scheduled to commence at 1:30 p.m. on March 08, 2021, via teleconference.

The Tenant dialed into the teleconference prior to the scheduled start time. By the time the teleconference was terminated at 1:41 p.m., the Landlord had not appeared.

The Tenant stated that she is not seeking to recover the security deposit of \$650.00 she paid at the start of the tenancy, as she would like the Landlord to apply that deposit to money she owes the Landlord for unpaid rent.

Analysis

I find that the Landlord failed to diligently pursue the monetary claim and I therefore dismiss the claim, without leave to reapply.

As the Tenant declared that she would like her security deposit to be applied to money she owes the Landlord for unpaid rent, I will not be ordering the Landlord to return the Tenant's deposit.

Conclusion

The Application for Dispute Resolution is dismissed, without 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 *Act*.

Dated: March 08, 2021

Residential Tenancy Branch