



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSDB-DR, FFT, MNDL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with cross-applications filed by the parties. On February 1, 2021, the Tenant made an Application for Dispute Resolution seeking a return of the security deposit and pet damage deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On February 2, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking to apply the security deposit and pet damage deposit towards this debt pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On February 4, 2021, these Applications were set down for a hearing on June 3, 2021 at 1:30 PM but were subsequently adjourned for reasons set out in my Interim Decision dated June 3, 2021. On June 7, 2021, these matters were set down for a reconvened hearing on September 24, 2021 at 1:30 PM.

K.K. attended the reconvened hearing as an agent for the Landlord, with M.M. attending as counsel for the Landlord. However, the Tenant did not attend at any point during the 12-minute reconvened teleconference.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 1:30 PM and monitored the teleconference until 1:42 PM. The Tenant did not dial into the teleconference during this time. 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 only the representatives for the Landlord had called into this teleconference.

As the Tenant has not attended the hearing, I dismiss the Tenant's Application without leave to reapply.

K.K. and M.M. advised that the parties had settled their disputes, that the Tenant had paid the Landlord \$1,000.00, and also permitted the Landlord to keep the Tenant's deposits totalling \$1,500.00. However, there was no settlement agreement in writing that was submitted to corroborate that the parties had settled these disputes. Regardless, based on the belief that these matters were settled, they requested to withdraw the Landlord's Application in full.

I find that K.K. and M.M.'s request to withdraw the Application in full does not prejudice the Tenant. Therefore, the Landlord's request to withdraw the Application in full was granted. I note this Decision does not extend any applicable timelines under the *Act*.

### Conclusion

The Tenant's Application is dismissed without leave to reapply.

The Landlord has withdrawn this Application in full.

Based on the above, the parties have apparently settled these disputes pursuant to their settlement agreement, and I make no findings in fact or law with respect to these Applications.

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 24, 2021

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Residential Tenancy Branch