



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDL-S, MNRL, 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.

### 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 matter was the subject of a hearing on May 31, 2021. A Residential Tenancy Branch Arbitrator concluded that the hearing should be adjourned to provide the Landlord with an opportunity to serve hearing documents to the Tenant. The original Arbitrator made no findings of fact or law at the hearing on May 31, 2021.

The reconvened hearing was rescheduled with me. Notice of the time and date of the reconvened hearing was provided to the parties by the Residential Tenancy Branch.

Section 61 of the *Residential Tenancy Act (Act)* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for a teleconference hearing.

Rule 10.1 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 decide or dismiss the application, with or without leave to re-apply.

The reconvened hearing was scheduled to commence at 9:30 a.m. today. I dialed into the teleconference at 9:30 a.m. The Tenant had dialed into the teleconference by the time I joined the teleconference.

By the time the teleconference was terminated at 9:40 a.m., the Landlord had not appeared.

### Analysis

I find that the Landlord failed to diligently pursue the Application for Dispute Resolution and I therefore dismiss the Application, without leave to reapply.

### Conclusion

I dismiss the Application 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: September 23, 2021

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Residential Tenancy Branch