



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary claim of \$469.66 for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for authorization to keep all or part of the security deposit and/or pet damage deposit towards any amount owing, and to recover the filing fee.

The tenant, DC (tenant) appeared at the teleconference hearing and gave affirmed testimony. The hearing process was explained to the tenant and an opportunity to ask questions was provided to the tenant. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlord was provided with a copy of the Notice of a Dispute Resolution Proceeding dated April 30, 2021 (Notice of Hearing) when they made their application. The landlord; however, did not attend the hearing set for this date, Friday, October 22, 2021 at 1:30 p.m. Pacific Standard Time. The phone line remained open for 14 minutes and was monitored throughout this time. The only person to call into the hearing was the tenant.

Analysis

Residential Tenancy Branch (RTB) Rules of Procedure (Rules) 7.1 and 7.3 apply and state:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Given the above and following the 10-minute waiting period, the application of the landlord was **dismissed without leave to reapply**. This decision does not extend any applicable time limits under the Act.

The filing fee is not granted as the landlord did not attend the hearing to present the merits of their claim.

The tenant stated that the landlord only returned \$525.33 of their \$895.00 in combined deposits (\$447.50 security deposit and \$447.50 pet damage deposit). The tenant also stated that the cheque for \$525.33 was cashed. There was no evidence presented that the landlord had authority to retain the combined deposits balance of \$369.67. Given that the application before me was dismissed without leave to reapply, I grant the tenants a monetary order of **\$369.67** for their remaining combined deposits balance pursuant to sections 38 and 67 of the Act. I find there has been \$0.00 in interest since August of 2017 under the Act.

Conclusion

The landlord's application is dismissed without leave to reapply.

The filing fee is not granted.

The tenants are granted a monetary order in the amount of \$369.67 as noted above. The monetary order will be emailed to the tenant only for service on the landlord. Should the tenants require enforcement of the monetary order, the order must be first served on the landlord with a demand for payment letter and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The landlord is reminded that they could be held liable for all costs related to enforcement of the monetary order.

This decision will be emailed to both parties at the email addresses provided in the landlord's application and confirmed by the tenant during the hearing.

This decision is final and binding on the parties, unless 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: October 22, 2021

Residential Tenancy Branch