



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on May 22, 2021, in which the Landlord sought monetary compensation from the Tenant, authority to retain her security and pet damage deposit and recovery of the filing fee.

This matter was set for hearing by telephone conference call at 1:30 p.m. on this date. The line remained open until 1:40 p.m. and the only participant who called into the hearing during this time was the Tenant. 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 the Tenant and I were the only ones who had called into this teleconference.

The Tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Analysis and Conclusion

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. *Rules 7.1, 7.3 and 7.4* address the requirement of a party to call into the teleconference hearing and read as follows:

7.1 Commencement of Hearing

The hearing must commence at the scheduled time unless otherwise decided 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.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

As the Applicant, the Landlord bears the burden of proving their claim on a balance of probabilities. In the absence of any evidence or submissions from the Landlord and in the absence of the Landlord's participation in this hearing, **I dismiss the Landlord's claim without leave to reapply.**

The Tenant stated that when the tenancy ended she agreed the Landlord could retain her \$475.00 security deposit and \$200.00 pet damage deposit. She confirmed that she understood this to be a full and final settlement of any and all claims the parties might have against one another. I accept her testimony in this regard and find that the Tenant agreed the Landlord could retain her deposit pursuant to section 38(4)(a) and that this agreement represented a full settlement.

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: November 23, 2021

Residential Tenancy Branch