



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, MNDL-S, MNDCL-S, FFL

### **Introduction**

A hearing was convened on February 22, 2022 in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit.

The hearing on February 22, 2022 was adjourned by a different Residential Tenancy Branch Arbitrator for reasons outlined in that Arbitrator's interim decision of February 22, 2022.

In her interim decision of February 22, 2022, the Residential Tenancy Branch Arbitrator granted the Landlord authority to file a cross application. The Landlord subsequently filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, 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.

As the Arbitrator who presided over the hearing on February 22, 2022 did not consider the merits of either Application for Dispute Resolution, she is not seized of the matters and I am free to consider the merits of those Applications.

### **Preliminary Matter**

At the reconvened hearing the Landlord stated that the Tenant has misspelled his surname. Both spellings appear on the first page of this decision, with the spelling provided by the Landlord appearing first.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to compensation for unpaid rent?

Should the security deposit be retained by the Landlord or returned to the Tenant?

Background and Evidence

The Landlord stated that the Tenant's Application for Dispute Resolution was mailed to him sometime prior to August 31, 2021.

The reconvened hearing was scheduled to commence at 1:30 p.m. on March 29, 2022. The Landlord attended the hearing at the scheduled start time. By the time the teleconference was terminated at 1:48 p.m., the Tenant had not appeared.

The Landlord stated that on March 13, 2022 and March 17, 2022 his Dispute Resolution Package was sent to the Tenant, via registered mail, to the service address provided on the Tenant's Application for Dispute Resolution. He stated that these packages were returned to him by Canada Post. He stated that on March 17, 2022 he went to the service address provided on the Tenant's Application for Dispute Resolution and he spoke with the landlord of that address, who advised him that the Tenant had moved in July or August of 2021. He stated that he does not have a current address for the Tenant.

Analysis

As the Tenant did not attend the reconvened hearing at the scheduled start time, I find that the Tenant has failed to diligently pursue her Application for Dispute Resolution. As the Tenant did not diligently pursue her Application for Dispute Resolution, I dismiss the Tenant's Application for Dispute Resolution, without leave to reapply.

On the basis of the undisputed evidence of the Landlord, I find that in March of 2022 the Landlord mailed his Application for Dispute Resolution to the Tenant at the service address provided on the Tenant's Application for Dispute Resolution. On the basis of the undisputed evidence of the Landlord, I find that the Tenant was not living at that address in March of 2022. As such, I find that the Landlord's Application for Dispute

Resolution has not been served to the Tenant in accordance with section 88 of the *Residential Tenancy Act (Act)*.

As the Landlord's Application for Dispute Resolution has not been served to the Tenant in accordance with section 88 of the *Act*, I am unable to proceed with the hearing in the absence of the Tenant. I therefore dismiss the Landlord's Application for Dispute Resolution, with leave to reapply.

### Conclusion

The Tenant's Application for Dispute Resolution is dismissed, without leave to reapply.

The Landlord's Application for Dispute Resolution is dismissed, with leave to reapply. The Landlord retains the right to file another Application for Dispute Resolution for issues in dispute at these proceedings.

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 29, 2022

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Residential Tenancy Branch