



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

The Landlord filed their Application for Dispute Resolution on October 6, 2021 seeking compensation for rent amounts owing, and damage to the rental unit. Additionally, they applied for reimbursement of the Application filing fee. The matter proceeded to a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant both attended the hearing. The Tenant confirmed they received the notice of this hearing from the Landlord. The Landlord confirmed they served no other evidence to the Tenant.

Preliminary Matter – Tenant evidence

The Landlord stated they did not receive evidence from the Tenant in response to their claim.

In their evidence provided to the Residential Tenancy Branch, the Tenant provided postal tracking information, and a receipt for the registered mail cost. They sent that mail on April 30, 2022. The tracking information reveals a notice was left at the Landlord’s address – that provided by the Landlord on their Application – on May 3. On May 9 the final notice was delivered to the Landlord’s address, giving 10 more days from that date before the mail will be returned to the sender.

Though the Landlord maintained they received no registered mail, I find the evidence presented by the Tenant shows they served it as per the requirements of the *Residential Tenancy Branch Rules of Procedure*. They also did so within the necessary timelines prior to the hearing. On this basis, I proceeded with the hearing.

Preliminary Matter – Landlord attendance in the hearing

The Landlord attended the scheduled hearing and affirmed that their testimony would be the truth. The Landlord exited the call abruptly fifteen minutes into the call, prior to the conference call ending. This was at the point in the call when the parties confirmed the basic information about the tenancy ending in early 2021.

I left the teleconference hearing connection open until 1:50pm; however, the Landlord did not re-enter the call. The Tenants remained on the call. They described generally the state of the rental unit at the start of the tenancy. The Tenant also stated their own knowledge that the Landlord sold the property at the time they moved out.

Rule 7.3 of the *Rules of Procedure* provides that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party or dismiss the application without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent, and/or damage caused by the Tenant, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

Though neither party provided a copy of the tenancy agreement, both parties confirmed the basic terms of the agreement in the hearing. The tenancy started on October 15, 2016. The rent amount at the start of the tenancy was \$2,100, and by the end of the tenancy had increased to \$2,320.68 per month. The Tenant paid an initial security deposit of \$1,050, and a \$100 pet damage deposit.

The tenancy ended on January 31, 2021. This was the result of the Landlord ending the tenancy via notice to end tenancy. The Landlord in the hearing mentioned they received notification from the Tenant that they were moving out 15 days in advance of the final move-out date at the end of January.

The Tenant provided that their final move-out date was February 1, 2021. The Landlord arrived at the rental unit on that date, and they had the opportunity to walk through the rental unit together.

The Landlord did not remain in the hearing to present their claim for unpaid rent and damage to the rental unit. They prepared no documentary evidence in advance for this hearing.

Analysis

The Landlord exited the call prior to its conclusion and did not make submissions on why they applied for unpaid rent and compensation for damage to the rental unit.

In the absence of the Landlord in the hearing, and with no prepared evidence, I dismiss the Landlord's claim in its entirety, without leave to reapply. I dismiss the Landlord's claim for reimbursement of the Application filing fee.

Conclusion

For the reasons above, I dismiss the Landlord's claim in its entirety, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 17, 2022

Residential Tenancy Branch