



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC-S, MNR-S, MND-S, FF

Introduction, Preliminary and Procedural Matters-

This telephone conference call hearing was convened as the result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- compensation for a monetary loss or other money owed;
- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenants;
- authority to keep the tenants' security deposit and pet damage deposit to use against a monetary award; and
- recovery of the cost of the filing fee.

The hearing began at 1:30 p.m. Pacific Time on Friday, May 6, 2022, as scheduled and the telephone system remained open and was monitored for 12 minutes. During this time, no one for the landlord called into the hearing; however, the tenants were present and ready to proceed.

I continued the hearing for 12 minutes, in order to allow someone for the landlord to call into the hearing. I exited the hearing at 1:42 pm.

Rules 7.3 and 7.4 of the Rules of Procedure provides as follows:

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.

Accordingly, in the absence of anyone for the landlord/applicant to present evidence at the hearing and in light of the tenants/respondents attendance at the hearing, **I order the application dismissed without leave to reapply.**

While waiting for the landlord to attend the hearing, the tenants requested their security deposit and pet damage deposit be returned, and testified that they provided the landlord with their forwarding address in an email chain, on September 7, 2021. The tenants confirmed that the landlord used this address for serving the tenants with their application for dispute resolution.

The tenants confirmed that they paid a security deposit of \$1,500 and a pet damage deposit of \$750.

As I have dismissed without leave to reapply the landlord's application claiming against the tenants' security deposit and pet damage deposit, I order the landlord to return the tenants' security deposit of \$1,500 and the tenants' pet damage deposit of \$750, immediately.

To give effect to this order, I grant the tenants a monetary order pursuant to sections 62 and 67 of the Act for the amount of **\$2,250**.

Should the landlord fail to pay the tenants this amount without delay, the monetary order must be served upon the landlord for enforcement, and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court.

Conclusion

The landlord's application is dismissed, without leave to reapply, as they did not call into the teleconference hearing on the date and time scheduled.

The landlord is ordered to return the tenants' security deposit of \$1,500 and pet damage deposit of \$750.

The tenants are granted a monetary order in the amount of \$2,250 in the event the landlord does not comply with this order.

This decision 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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 06, 2022

Residential Tenancy Branch