



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent of \$500.00; for a monetary order of \$1,208.94 for damage or compensation for damage under the Act, retaining the security deposit for these claims; and to recover their \$100.00 Application filing fee.

The Tenant appeared at the teleconference hearing, but no one attended on behalf of the Landlord. The Landlord was provided with a copy of the Notice of a Dispute Resolution Hearing on March 16, 2022; however, the Landlord did not attend the teleconference hearing scheduled for November 7, 2022, at 1:30 p.m. (Pacific Time). The phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the respondent Tenant, who indicated that she was ready to proceed.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure ("Rules") states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Tenant and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 1:30 p.m. on November 7, 2022, as scheduled.

Rule 7.3 states that 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 reapply. The teleconference line remained open for 11 minutes, however, neither the Applicant nor an agent acting on their behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Landlord's Application wholly without leave to reapply.**

As the Landlord has failed to attend the hearing, for which they had retained the security deposit, and pursuant to Policy Guideline #17 ("PG #17"), "Security Deposit and Set

Off", I find the Tenant is eligible for a monetary order for the return of the security deposit. PG #17 states:

C. RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH DISPUTE RESOLUTION

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:

- a landlord's application to retain all or part of the security deposit; or
- a tenant's application for the return of the deposit.

unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for dispute resolution for its return.

As no evidence was presented by the Landlord regarding their Application to retain the Tenant's \$1,500.00 security deposit, the Landlord is directed to return the security deposit to the Tenant, as soon as possible.

The Tenant is granted a **Monetary Order of \$1,500.00** in this regard, pursuant to section 67 of the Act and PG #17. This Order must be served on the Landlord by the Tenant. Please don't hesitate to contact our office for direction on serving an Order on another Party.

Conclusion

The Landlord's Application is dismissed without leave to reapply, as the Landlord or an Agent for the Landlord did not attend the hearing to present the merits of the Application. The Respondent Tenant did attend the hearing.

The Tenant is granted a **Monetary Order of \$1,500.00** for the return of her security deposit that the Landlord is holding to for this Application. This Order must be served on the Landlord by the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision does not extend any applicable time limits under the Act.

This Decision will be sent to the Parties' email addresses provided by the Landlord in the Application, and confirmed by the Tenant in the hearing.

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 07, 2022

Residential Tenancy Branch