



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL-S, FFL**

Introduction

On April 7, 2022 the Landlord submitted an Application for Dispute Resolution (the “Application”), seeking relief pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

- a monetary order for unpaid rent;
- an order granting authorization to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30PM on December 13, 2022 as a teleconference hearing. Only the Tenant and the Tenant’s Advocate attended the hearing at the appointed date and time. No one appeared for the Landlord. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Tenant, their advocate, and I were the only persons who had called into this teleconference.

Preliminary Matters

Rule 7.3 of the Rules of Procedure states that if a party 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. As neither of the Landlord nor a representative acting on their behalf attended the hearing to present any evidence or testimony for my consideration regarding the Landlord’s Application, I therefore dismiss the Landlord’s Application in its entirety without leave to reapply.

At the start of the hearing, the Tenant confirmed that the Landlord continues to hold their deposits totalling \$850.00. As the Landlord had applied to retain the Tenant's deposits and their Application was subsequently dismissed without leave to reapply, I find that the Tenant is entitled to the full return of their security and pet damage deposit.

Pursuant to Section 67 of the Act, I grant the Tenant a monetary order in the amount of \$850.00 which represents the full return of their security and pet damage deposits.

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*.

Dated: December 13, 2022

Residential Tenancy Branch