



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR-S, MND-S, FF

### Introduction

#### 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 a monetary order for unpaid rent, compensation for a monetary loss or other money owed, authority to keep the tenant's security 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 Monday, January 23, 2023, as scheduled and the telephone system remained open and was monitored for 11 minutes.

During this time, the landlord did not call into the hearing; however, the tenant was present and ready to proceed with the hearing.

I continued the hearing for 11 minutes, in order to allow the landlord to call into the hearing.

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 any evidence or submissions from the landlord at the hearing, I order the landlord's application dismissed, without leave to reapply.**

While waiting for the landlord to call into the hearing, the tenant testified that she provided the landlord with her written forwarding address by registered mail. The address was used by the landlord as the respondent's address on his application. The tenant said that the landlord has not returned her security deposit of \$1,250. The security deposit was listed on the written tenancy agreement filed by the landlord.

As I have dismissed the landlord's application in which they claimed against the tenant's security deposit, I find the tenant's security deposit must be returned. Pursuant to section 62(3) of the Act, I order the landlord to return the tenant's security deposit of \$1,250, immediately.

To give effect to this order, I grant and issue the tenant a final, legally binding monetary order pursuant to section 67 of the Act for the amount \$1,250.

Should the landlord fail to pay the tenant 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.

The landlord is cautioned that costs of such enforcement are recoverable from the landlord.

### Conclusion

The landlord's application for monetary compensation is dismissed, without leave to reapply, due to their failure to attend the hearing and present their evidence.

The landlord is ordered to return the tenant's security deposit of \$1,250, immediately, and the tenant is granted a monetary order in the amount of the \$1,250, 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: January 23, 2023

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Residential Tenancy Branch