



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on July 4, 2022, wherein the Landlord requested monetary compensation from the Tenant in the amount of \$1,960.00, authority to retain the Tenants' security and pet damage deposit and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference at 1:30 p.m. on March 6, 2023. Only the Respondent Tenant called into the hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenant and I were the only ones who had called into this teleconference.

Analysis and Conclusion

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rules 7.1, 7.3 and 7.4 address the requirement of a party to call into the teleconference hearing and read as follows:

7.1 Commencement of Hearing

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

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.

As the Applicant, the Landlord bears the burden of proving their claim on a balance of probabilities. In the absence of any evidence or submissions from the Landlord and in the absence of the Landlord's participation in this hearing, I dismiss the Landlord's claim without leave to reapply.

As I have dismissed the Landlord's Application for authority to retain the Tenant's security and pet damage deposit, I find the Tenant is entitled to return of these funds. I therefore award the Tenant a Monetary Order in the amount of **\$950.00** representing \$650.00 paid for the security deposit and \$300.00 paid for the pet damage deposit. The Tenant must serve this Order on the Landlord and may file and enforce the Order in the B.C. Provincial Court (Small Claims Division).

For the purposes of the return of these funds the Tenant provided their updated mailing address which I have included on the unpublished cover page of this my Decision.

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: March 06, 2023

Residential Tenancy Branch