



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This matter was set for hearing by telephone conference call in response to a Landlord's Application for Dispute Resolution (the "Application") for a Monetary Order for: damage to the rental unit; unpaid rent; to retain the Tenant's security deposit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation, or tenancy agreement; and to recover the filing fee.

The male Landlord, the Tenant, and the Co-Tenant appeared for the hearing. The Tenant confirmed receipt of the Landlord's Application by registered mail. However, the Tenant explained that the Landlords had provided no documentary evidence to back up their monetary claim or the allegations being made against them. Neither was there any documentary evidence in the file before me from the Landlords.

The Landlord explained that he did have evidence but he was in another province and had not had chance or opportunity to submit and serve this evidence which he wanted to rely on. The Landlord was informed that the Tenant was present for this hearing and had appeared for this hearing to recover his security and pet damage deposit of \$1,000.00 paid at the start of the tenancy in March 2015.

The parties then agreed that the Landlord would withdraw his Application with leave to re-apply providing the Landlord returned the Tenant's deposits back forthwith.

The Residential Tenancy Branch Rules of Procedure states that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the Application, with or without leave to re-apply.

Accordingly, with the consent of both parties, I allowed the Landlord to withdraw his Application with leave to re-apply. The Landlords must return the Tenant's deposits in the amount of \$1,000.00 forthwith. No interest is payable on this amount. The Tenant is

issued with a Monetary Order for this amount. This order may be enforced through the Small Claims Division of the Provincial Court as an order of that court if the Landlords fail to make payment.

If the Landlords decide to make another Application against the Tenant, they must ensure that any evidence they intend to rely on to support their Application must be served to the Residential Tenancy Branch and to the Tenant pursuant to the time limits stipulated by the Rules of Procedure. This file is now closed.

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: April 21, 2016

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Residential Tenancy Branch