



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Preliminary matter

On phoning into the conference call it was discovered that there was a scheduling issue with the conference call and the Landlord and Arbitrator had to redial to a different conference call number. The original conference call was being used and the Arbitrator in that hearing said she would redirect any participants that phoned in for this hearing. The Arbitrator and the Landlord connected in the new conference call but the Tenants did not dial in.

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by posting the hearing package in the mail box of the rental unit. Further the Landlord said he texted the Tenants to confirm they received the hearing package. The Landlord said the Tenants texted him confirming that they received the hearing package. Based on the testimony of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Are there other losses or damages and is the Landlord entitled to compensation?
6. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on September 15, 2015 as a month to month tenancy. Rent was \$1,600.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$800.00 on September 15, 2015. The Landlord said the Tenant moved out of the rental unit on April 8, 2016. The Landlord said he thought a move in condition inspection report was completed but he was not sure he still had it. No move out condition inspection report was completed as the Landlord said the Tenants were uncooperative.

The Landlord said that the Tenants did not pay rent of \$1,400.00 for February, 2016, \$1,600.00 of unpaid rent for March, 2016 and \$640.00 of unpaid rent for April, 2016. As well the Landlord said the Tenants caused considerable damage to the unit.

The Arbitrator questioned the Landlord why the application and file only contained the application and Notice of Hearing. There was no supporting evidence submitted by the Landlord.

The Landlord said he thought he had attached the evidence to the online application.

The Arbitrator said that the online applications are not able to have attachments and the evidence packages are sent or faxed in after the application is accepted. The Arbitrator searched the data base for the Landlord's evidence but nothing was found.

Consequently the Arbitrator dismissed the Landlord's application with leave to reapply due to lack of evidence.

The Landlord said he understood and he would consider reapplying.

Conclusion

The Landlord's application is dismissed with leave to reapply due to lack of evidence.

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: September 13, 2016

Residential Tenancy Branch