

DECISION

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (Application) under the *Residential Tenancy Act* (the Act) for:

- compensation under section 67 of the Act for damage or loss under the Act, regulation, or tenancy agreement;
- an order for the return of their personal property;
- the return of all, some, or double the amount of their security and/or pet damage deposit(s) under sections 67 and 38 of the Act; and
- recovery of the filing fee under section 72(1) of the Act.

This hearing also dealt with the landlord's Application under the Act for:

- recovery of unpaid rent under sections 26 and 67 of the Act;
- compensation under sections 7, 32(3), 37(2), and 67 of the Act for damage caused by the tenant, their pets, or their guests to the unit, site, or property; and
- recovery of the filing fee under section 72(1) of the Act.

Landlord S.B. attended the reconvened hearing on their own behalf.

No one attended on behalf of the tenant.

Analysis

A previous hearing was held on June 5, 2025, in relation to the applications. Due to the time constraints of the hearing, the engagement of the parties in settlement discussions, and the complexity of the matters, there was insufficient time to deal with the substantive matters and the hearing was adjourned. An interim decision was issued on June 9, 2025, and the reconvened hearing was set for July 8, 2025, at 9:30 a.m. The parties were sent a copy of the interim decision and the notice for the reconvened hearing by email on June 10, 2025, at the email addresses confirmed for this purpose at the hearing. For the sake of brevity, I will not repeat here the matters covered in the interim decision. As a result, the interim decision must be read in conjunction with this decision.

On July 8, 2025, the landlord attended the reconvened hearing as scheduled. No one attended on behalf of the tenant. I verified that the hearing information in the notice of hearing provided on June 10, 2025, was correct and noted that the landlord was able to attend the hearing on time using this information. The hearing therefore proceeded as

scheduled, despite the absence of the tenant or an agent acting on their behalf, pursuant to rule 7.3 of the Residential Tenancy Branch Rules of Procedure (Rules).

Although the teleconference remained open to allow the tenant to attend and participate, and we waited for more than 10 minutes to allow the tenant to attend, no one attended on behalf of the tenant. As the tenant did not appear at the hearing to present their evidence or defend their Application, I dismissed their Application, in its entirety, without leave to reapply.

Although the tenant sought the return of a security deposit in their Application, the landlord stated that there is no security deposit to be returned. They stated that although the tenant's girlfriend originally paid a security deposit to the previous landlord, who is the current landlord's mother, more than 15 years ago, this amount was returned to the tenant's girlfriend when they vacated the rental unit. The landlord stated that although the tenant was required to pay a new deposit, none was ever paid, and therefore there is no security deposit to be returned. As the tenant did not appear to refute this testimony, I accept this affirmed and uncontested testimony as fact. I therefore find that there is no security deposit to be dealt with because of dismissal of the tenant's Application.

As the tenant's Application was dismissed, and there was no security deposit to be dealt with, the landlord requested to withdraw their Application, which they stated was only filed in response to the tenant's claims. As no one appeared on behalf of the tenant to object, I accepted their request to withdraw their Application and their Application was amended to withdraw their claims in accordance with section 64(3)(c) of the Act.

Conclusion

The tenant's Application is dismissed, in its entirety, without leave to reapply.

The landlord's Application is withdrawn.

This interim decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 8, 2025

Residential Tenancy Branch