



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MT CNC MNR MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant under the *Residential Tenancy Act* (the “Act”) to cancel a Notice to End Tenancy for Cause, to allow a tenant more time to make an application to cancel a Notice to End Tenancy, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for the cost of emergency repairs, and to recover the filing fee.

No one was in attendance for either the tenant or the landlord.

### Issues to be Decided

- Should the Notice to End Tenancy for Cause be cancelled?
- Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Is the tenant entitled to a monetary order for the cost of emergency repairs?
- Should the tenant be granted more time to make an application to cancel a Notice to End Tenancy?
- Is the tenant entitled to recover the filing fee?

### Background and Evidence

There was no additional evidence or testimony provided as there was no one in attendance at the scheduled hearing.

### Analysis

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the Director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing.

Rule 10.1 of the Rules of Procedure provides as follows:

**10.1 Commencement of the dispute resolution proceeding**

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Dispute Resolution Officer. The Dispute Resolution Officer may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to reapply.

In the absence of the applicant tenant and respondent landlord, the telephone line remained open while the phone system was monitored for eleven minutes and no one on behalf of the applicant tenant or respondent landlord called into the hearing during this time. Based on the aforementioned, I find that the tenant has not presented the merits of their application and their application is hereby **dismissed with leave to reapply**.

Conclusion

**I HEREBY DISMISS** the tenant's application, with leave to reapply.

**I do not grant the tenant the recovery of the filing fee.**

I note this does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless 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: September 18, 2012

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Residential Tenancy Branch