



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPB MND MNR MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution pursuant to the *Residential Tenancy Act* (the “Act”) by the landlord for an order of possession for unpaid rent, a monetary order for damage to the unit, site or property, for unpaid rent, to keep all or part of the security deposit, to recover the filing fee, and “other”.

No one was in attendance for either the applicant landlord or the tenant. A witness for the landlord did attend the hearing, however, the witness stated that he was not an agent for the landlord.

Issues to be Decided

- Is the landlord entitled to an order of possession for unpaid rent?
- Is the landlord entitled to a monetary order under the *Act*?

Background and Evidence

There was no additional evidence or testimony provided as there was no one in attendance at the scheduled hearing, other than a witness for the landlord.

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 hearing 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.

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

Conclusion

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

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: October 02, 2012

Residential Tenancy Branch