



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASCENT REAL ESTATE MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed on November 30, 2017 wherein the Landlord sought an Order of Possession and Monetary Order based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities as well as to recover the filing fee.

Initially the Landlord applied by way of ex parte Direct Request proceeding pursuant to section 55(4) of the *Residential Tenancy Act*. By Decision dated December 19, 2017 the matter was adjourned to a participatory hearing.

The participatory hearing was scheduled before me by telephone conference call at 10:30 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and no participant called into the hearing during this time.

Analysis and Conclusion

Rule 7 of the *Residential Tenancy Branch Rules of Procedure* provides in part as follow:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

As neither party called into the hearing within 10 minutes of the start of the hearing, I dismiss the Landlord's claim 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, except as 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: January 11, 2018

Residential Tenancy Branch