



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **FINAL DECISION**

Dispute Codes      MNRT, MNDCT, FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for the cost of emergency repairs and for compensation of \$35,000.00 total for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "first hearing" on July 18, 2018 lasted approximately 49 minutes and the "second hearing" on December 4, 2018 lasted approximately 10 minutes.

The landlord's lawyer and the landlord attended both hearings. The owner of the rental unit ("owner") and the tenant attended the first hearing only. The landlord's wife attended the second hearing only. At both hearings, both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. At both hearings, the landlord's lawyer, the landlord, and the landlord's wife confirmed that they had permission to speak on behalf of the owner.

### Preliminary Issue - Adjournment of First Hearing and Service of Documents

The first hearing on July 18, 2018 was adjourned after the parties consented, due to issues surrounding service of evidence. By way of my interim decision, dated July 24, 2018, I adjourned the tenant's application to the second hearing date of December 4, 2018. No substantive evidence was heard from either party regarding the tenant's application at the first hearing.

At the first hearing, I provided both parties with the new access code for the reconvened hearing and both parties repeated the information back to me during the hearing. I notified both parties that if they did not receive the notice of reconvened hearing or it did not reach them in time, they were still required to call in to the reconvened hearing and that they had the information to call into the hearing, including the date, time, and access code. They agreed to the above and confirmed their understanding of same. This information was included in my interim decision.

I also provided evidence directions to both parties at the first hearing and included this information in my interim decision.

At the first hearing, the landlord's lawyer confirmed receipt of the tenant's application for dispute resolution hearing package. As recorded in my interim decision and in accordance with sections 89 and 90 of the *Act*, I found that the landlord was duly served with the tenant's application.

#### Preliminary Issue – Dismissal of Tenant's Application

Rule 7.3 of the RTB *Rules of Procedure* provides as follows:

*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.*

In the absence of any appearance by the tenant at the second hearing, I order the tenant's entire application dismissed without leave to reapply.

#### Conclusion

The tenant's entire application is dismissed without leave to reapply. 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: December 04, 2018

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Residential Tenancy Branch