



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REAL PROPERTY MANAGEMENT
CENTRAL and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on February 12, 2020, wherein the Tenant sought an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on February 6, 2020 as well as an order that the Landlord make repairs to the rental unit.

The hearing of the Tenant's Application was set for hearing by telephone conference call at 9:30 a.m. on this date. The line remained open until 9:34 a.m. and the only participant who called into the hearing during this time was the Landlord. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord stated the Tenant vacated the rental unit on or about February 28, 2020.

Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

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.

As the Applicant, the Tenant bears the burden of proving their claim on a balance of probabilities. The did not call into the hearing; consequently, I dismiss the Tenant's claim without leave to reapply.

Section 55 of the *Act* allows me to issue an Order of Possession in such circumstances. However, as the Tenant has vacated the rental unit and given up possession, such an Order is no longer required. Notably, the Landlord stated that he had already rented the unit to others.

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: March 24, 2020

Residential Tenancy Branch