



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AS, OLC, MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking:

- An order for the Landlord to comply with the *Act*, regulation or tenancy agreement;
- Authorization to assign or sublet the rental unit as the Landlord’s consent has been unreasonably withheld;
- Compensation in the amount of \$250.45 for monetary loss of other money owed; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, who confirmed service of the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and notice of the hearing, and provided affirmed testimony. Although the line remained open for 13 minutes, neither the Tenants nor an agent acting on their behalf attended the hearing to provide any evidence or testimony for my consideration. The Notice of Dispute Resolution Proceeding states the date and time of the hearing, that the hearing will be conducted by telephone conference call, and provides the phone number and access code for the hearing. It also instructs participants that they are to call into the hearing themselves no more than five minutes before the start of the hearing. I confirmed that the details shown in the Notice of Dispute Resolution Proceeding were correct and I note that the Landlord had no difficulty attending the hearing on time, based on the Notice of Dispute Resolution Proceeding Package served on them by the Tenants.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) states that the dispute resolution hearing will commence at the scheduled

time unless otherwise set by the arbitrator. As the Landlord, who is the respondent, and I all attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled at 9:30 A.M. on June 22, 2020. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts, evidence and issues in this decision.

At the request of the Landlord, copies of the will be mailed to them at the address provided in the Application.

Preliminary Matters

The Landlord stated that although they received the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and notice of the hearing, they do not believe that they received the documentary evidence before me for review. The Tenants did not appear to provide me with any evidence or testimony regarding service of their documentary evidence on the Landlord.

The ability to know the case against you and to provide evidence in your defense is fundamental to the dispute resolution process. I accept the affirmed and undisputed testimony of the Landlord that they do not believe that they were served with the Tenants' documentary evidence and I therefore exclude the Tenants' documentary evidence from consideration in this matter and I find that the Landlord did not have time to review, consider, and respond to it in advance of the hearing.

Issue(s) to be Decided

Has the Landlord unreasonably withheld consent for the Tenants to assign or sublet the rental unit?

Are the Tenants entitled to an order for the Landlord to comply with the Act, regulation, or tenancy agreement?

Are the Tenants entitled to monetary compensation for money owed or other monetary loss in the amount of \$250.45?

Are the Tenants entitled to recovery of the filing fee?

Background and Evidence

The Landlord stated that the tenancy agreement was only ever signed between J.W. and A.N. and that they moved another occupant into the rental unit without their consent and in breach of the tenancy agreement. The Landlord stated that they never received any request to assign or sublet the rental unit from the Tenants, and as a result, they have never denied any such request. The Landlord stated that the Tenants also still reside in the rental unit, despite having entered into a mutual agreement to end the tenancy, and that as a result, they are not sure why the Tenants have filed the Application stating that they were unreasonably denied consent to assign or sublet the rental unit or seeking monetary compensation for moving and other associated costs.

No one appeared on behalf of the Tenants to provide me with any evidence or testimony for consideration.

Analysis

Rule 6.6 of the Rules of procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities and that the onus to prove their case is on the person making the claim. As a result, I find that it was incumbent upon the Tenants to satisfy me of their claims in the hearing. Further to this, rule 7.3 of the Rules of Procedure states that 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 no one appeared on behalf of the Tenants to provide me with any evidence or testimony for consideration, and the Landlord denied that consent to sublet or assign the rental unit was unreasonably withheld, that any other section of the *Act*, regulation, or the tenancy agreement was breached, or that the Tenants are entitled to moving costs, I find that the Tenants failed to satisfy me on a balance of probabilities that they are entitled to their claims. As a result, I dismiss the Tenants' Application, in its entirety, without leave to reapply.

Conclusion

The Tenants' Application is dismissed, in its entirety, 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: June 22, 2020

Residential Tenancy Branch