



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ERP, RR, MNDCT, LRE

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order for emergency repairs, an Order to reduce the rent for repairs, services or facilities agreed upon, but not provided, a monetary order for damage or compensation under the Act in the amount of \$2,200.00, and to suspend or restrict the Landlord's right to enter.

The Tenant, T.Q., the Landlord, and an agent for the Landlord, M.S. ("Agent"), appeared at the first teleconference hearing and gave affirmed testimony; however, the first hearing was adjourned, because the Tenant said she was very sick, and has started taking narcotics for the pain she is in, given an autoimmune skin condition.

After hearing from the Landlord on this matter, I agreed to adjourn the hearing, given the Tenant's condition. The Tenant asked for an Order that mould testing be done in the rental unit in the meantime. I agreed to Order a test be done by a professional mould tester, and that the Landlord provide evidence that this has been arranged, and by a professional. The Tenant indicated that the whole apartment needs to be tested, including the carpeting.

When the hearing was reconvened on August 27, 2020, only the Landlord's Agent attended, as the Landlord was unable to do so that day; however, no one attended on behalf of the Tenants. Both Parties were provided with a copy of the Notice of a reconvened Dispute Resolution Hearing by email on June 30, 2020. In the first hearing, the Parties had confirmed their email addresses.

The Tenants did not attend the teleconference hearing scheduled for August 27, 2020 at 11:00 a.m. (Pacific Time). The phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Respondent Landlord's Agent, M.S., who indicated that she was ready to proceed.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure (“Rules”) states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Agent and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule the reconvened hearing; accordingly, I commenced the hearing at 11:00 a.m. on August 27, 2020, as scheduled.

Rule 7.3 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 reapply. The teleconference line remained open for ten minutes; however, neither of the Applicants, nor an agent acting on their behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Tenants’ Application wholly without leave to reapply.**

#### Conclusion

The Tenants’ Application is dismissed without leave to reapply, as the Tenants’ or an Agent for the Tenants did not attend the hearing to present the merits of the Application. The Respondent Landlord’s Agent did attend the hearing.

This Decision does not extend any applicable time limits under the Act.

This Decision will be emailed to the address provided by the Parties during the first hearing.

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: August 27, 2020

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Residential Tenancy Branch