



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP

### 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 emergency repairs.

This matter was set for hearing by telephone conference call at 9:30 A.M. (Pacific Time) on October 6, 2020, and was attended by the Landlord, who provided affirmed testimony. No one appeared at the hearing on behalf of the Tenants. 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 was correct and I note that the Landlord had no difficulty attending the hearing as scheduled using the hearing information contained in the Notice of Hearing served on them by the Tenants. Although the line remained open while the phone system was monitored for 13 minutes, only the Landlord called into the hearing during this time.

Although the Landlord acknowledged service of the Application and Notice of Hearing on them by the Tenants, they denied receipt of any documentary evidence and stated that as the Tenants had recently vacated the rental unit on October 2, 2020, they therefore did not expect the Tenants to attend.

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 and I 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 October 6, 2020. Rule 6.6 of the Rules of Procedure states that the onus to prove their case is on the person making the claim. I therefore find that it was incumbent upon the Tenants to appear at the hearing and satisfy me, on a balance of probabilities, that emergency repairs were required to the rental unit as claimed in the Application. However, neither the Tenants nor an agent acting on their behalf attended the hearing to provide any evidence or testimony for my consideration and during the hearing the Landlord denied that any emergency repairs under section 33 of the Act were required.

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 reapply. Further to this, rule 8.1 of the Rules of Procedure states that the arbitrator determines when the hearing has ended.

Based on the affirmed and uncontested testimony of the Landlord in the hearing that emergency repairs were not required and the absence of the Tenants or an agent acting on their behalf at the hearing by 9:43 A.M., I therefore dismiss the Tenants' Application seeking emergency repairs 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 Act.

Dated: October 6, 2020

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Residential Tenancy Branch