



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the landlords each with the notice of hearing package via email on June 22, 2020 and on June 26, 2020. Both parties confirmed the tenants served the landlords with the submitted documentary evidence by placing them on the doorstep of the landlord's residence on September 21, 2020. Both parties also confirmed the landlords served the tenants with the submitted documentary evidence in person on September 11, 2020. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

### Preliminary Issue(s)

At the outset, both parties confirmed their understanding of the tenants' monetary claim however, the tenants were unable to provide details or reference a submitted copy of the tenants' monetary worksheet. The tenants had submitted a total of 548 pages of documentary evidence without sufficient organization. The landlords made efforts to locate the same document but were unsuccessful.

On this basis, the tenants application was adjourned to allow the tenants an opportunity to re-submit their 548 page evidence submission to the Residential Tenancy Branch and to each of the landlords by no later than October 23, 2020. Both parties were advised that no new evidence was to be submitted nor would it be accepted.

This matter was set for a conference call hearing at 11:00 a.m. on this date. On February 1, 2021 the hearing resumed with only the landlords present.

After waiting 10 minutes past the start of the scheduled adjournment hearing, the hearing was resumed. I waited until 12 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing. 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 landlords and I were the only persons who had called into this teleconference.

Rule 7 of the Rules of Procedure provides that:

**7.1 Commencement of the dispute resolution hearing**

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

**7.2 Delay in the start of a hearing**

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

**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.

**7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any evidence or submissions from the applicant and in the absence of the tenants participation in this hearing, I order the application dismissed with leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

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: February 1, 2021

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Residential Tenancy Branch