



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, OLC, OT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for damage or compensation under the Act of \$17,514.32, amended to \$10,400.00; for an Order for the Landlord to Comply with the Act or tenancy agreement; for another matter not listed on the Application for dispute resolution; and to recover the \$100.00 cost of her Application filing fee.

The first hearing was convened on March 15, 2021; however, at the start of the hearing, the Tenant said that her father had just had a heart attack. She was calling from a rest stop, and was on her way to where he lived. The Tenant asked for an adjournment, because she said she was "not in her right mind for participating in the hearing". An agent representing the Landlord, T.R. ("Agent"), attended the hearing, as well.

The Agent said he understands the situation, and that he was willing to adjourn the hearing to a new date; however, he said he knows that the Landlord would want this to go ahead today, because it is a significant monetary claim hanging over his head. The Agent said that the Landlord had also applied for dispute resolution, and he provided the file number. I looked up this file and discovered that it is scheduled to be heard on July 12, 2021. I said that our reconvened hearing would likely be scheduled sooner.

The Tenant apologized for the inconvenience, but said that she was in no condition to participate fully in the hearing today.

I found on a balance of probabilities that proceeding with the hearing would be more prejudicial to the Tenant than would adjourning the hearing be for the Landlord. As such, I adjourned this hearing to today's date.

The Agent appeared at the reconvened teleconference hearing, but no one attended on behalf of the Tenant. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that he was ready to proceed. I confirmed that the

teleconference codes provided to the Parties were correct, and that the only person on the call, besides me, was the Agent.

The Tenant was provided with a copy of the Notice of a Dispute Resolution for the reconvened hearing on March 15, 2021; however, the Tenant did not attend the teleconference hearing scheduled for June 17, 2021 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's Agent.

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 Landlord's 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 or adjourn the matter further; accordingly, I commenced the hearing at 11:00 a.m. on June 17, 2021, 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 minutes, however, neither the Applicant nor an agent acting on her behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3 and section 62, I **dismiss the Tenant's Application wholly without leave to reapply**.

Conclusion

The Tenant's Application is dismissed wholly without leave to reapply, because she failed to attend the reconvened hearing from the initial hearing that had been adjourned at her request. Accordingly, and pursuant to Rule 7.3 and section 62 of the Act, I dismiss the Tenant's Application wholly, 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 17, 2021

Residential Tenancy Branch