



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC
CNC-MT, CNR, OLC, MNRT, MNDCT, FFT

Introduction

This hearing dealt with the cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”). The matter was set for a conference call.

The Landlords Application was made on April 28, 2021. The Landlords applied for an order of possession to enforce a One-Month Notice to end tenancy for cause (the “one-Month Notice”) issued April 11, 2021.

The Tenants application for Dispute Resolution was made on April 27, 2021. The Tenants applied to cancel a 10-Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”) issued April 11, 2021, to cancel a One-Month Notice to end tenancy for cause (the “One-Month Notice”) issued April 11, 2021, to request an order that the Landlord comply with the Act, to request a monetary order compensation for my monetary loss or other money owed, for a monetary order for the recovery of their cost of emergency repairs, and to recover their filing fee.

One of the Landlords and their translator (the “Landlord”) attended the conference call hearing; however, the Tenants did not. As the Tenants are also the applicants in this hearing, I find that the Tenants had been duly notified of the Notice of Hearing in accordance with the *Act*.

The Landlord was affirmed to be truthful in their testimony and was provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the 10-Day Notice issued on April 11, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Should the One-Month Notice issued on April 11, 2021, be cancelled?
- If not, is the Landlord entitled to an order of possession?
- Should the Landlord be ordered to comply with the Act, regulation and/or the tenancy agreement?
- Are the Tenants entitled to the recovery of their cost of emergency repairs?
- Are the Tenants entitled to a monetary order for compensation for monetary loss or other money owed?
- Are the Tenants entitled to the return for their filing fee for this application?

Background and Evidence

This hearing was scheduled for a teleconference hearing on this date.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. Rule 7.3 of the Rules of Procedure stipulates that an Arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

I called into the hearing, and the line remained open while the phone system was monitored for ten minutes, and the only participant who called into the hearing during this time was the Landlord. Therefore, as the Tenants did not attend the hearing by 9:41 a.m. and the Landlord appeared and was ready to proceed, I dismiss the Tenants' application without leave to reapply.

The Landlord testified that this tenancy had ended, that the Tenants moved out of the rental unit and that they took back possession of the rental unit on April 30, 2021. The Landlord confirmed that they no longer require an Order of Possession for this tenancy.

Analysis

I find that the Tenants' Application for Dispute Resolution has been abandoned.

I accept the Landlord's testimony that the Tenants moved out and that they took back possession of the rental unit as of April 30, 2021. As this tenancy has already ended, I find that there is no need to consider the Landlord's application for an Order of Possession in these proceedings.

Conclusion

I dismiss the Landlords' and the Tenants' Applications for Dispute Resolution 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: August 30, 2021

Residential Tenancy Branch