



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRT, MNSD, MNDCT, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for the cost of emergency repairs of \$5,000.00; for a monetary order for the return of double the security deposit of \$3,000.00; for a monetary order for damage or compensation under the Act of \$10,000.00; and to recover the \$100.00 cost of their Application filing fee.

The Tenant, N.S., her advocate, N.B. ("Advocate"), her mother, S.G., the Landlord, and an agent for the Landlord, B.K. appeared at the first teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. Five witnesses, one for the Landlord, J.S., and four for the Tenant, W.P., S.P., R.L., and L.A. were also present and available to provide affirmed testimony.

The Tenant, N.S., was just about to begin testifying in the first hearing; however, we ran out of time to present her evidence. Accordingly, we adjourned until September 13, 2021, at 9:30 a.m.

The Tenants were provided with a copy of the reconvened Notice of a Dispute Resolution Hearing on May 18, 2021; however, the Tenants did not attend the teleconference hearing scheduled for September 13, 2021 at 11:00 a.m. (Pacific Time). The phone line remained open for over 10 minutes and was monitored throughout this time. The only persons to call into the hearing were the respondent Landlord and her witness, J.S., who indicated that they were 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 Landlord and I attended the reconvened 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 to another date and time; accordingly, I commenced the hearing at 9:30 a.m. on September 13, 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 eleven minutes, however, neither 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 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 reconvened hearing to present the merits of their Application. The Respondent Landlord did attend the hearing.

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

This Decision will be emailed to the addresses provided by the Tenants in their Application and confirmed by the Parties during the first hearing, including to the email address of the Tenants' Advocate.

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: September 13, 2021

Residential Tenancy Branch