



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, RR, MNDCT, AAT, PSF, OLC, FFT

### Introduction

On May 14, 2021, the Tenant filed an Application for Dispute Resolution under the *Residential Tenancy Act* (“the *Act*”) to cancel a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued May 11, 2021, for an order for the Landlord to comply with the *Act*, to request a rent reduction for repairs, services or facilities agreed upon but not provided, to request a monetary order for compensation for my monetary loss or other money owed, for an order of access to the unit for the Tenant and/or their guests, for an order that the Landlord provide services or facilities required by the tenancy agreement or law, and to recover the filing fee for this application. The matter was set for a conference call.

Both Landlords attended the conference call hearing; however, the Tenant did not. As the Tenant is the applicant in this hearing, I find that the Tenant had been duly notified of the Notice of Hearing in accordance with the *Act*.

The Landlords were affirmed to be truthful in their testimony and were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

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 Notice to End Tenancy be cancelled?
- If not, are the Landlords entitled to an order of possession?
- Should the Landlords be ordered to comply with the *Act*?
- Is the Tenant entitled to a rent reduction for repairs, services or facilities agreed upon but not provided?
- Is the Tenant entitled to compensation under the *Act*?
- Is the Tenant entitled to an order of access to the unit?
- Should the Landlords be ordered to provide services or facilities required by the tenancy agreement or law?
- Is the Tenant entitled to recover the 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 were the Landlords. Therefore, as the Tenant did not attend the hearing by 1:41 p.m. and the Landlords appeared and were ready to proceed, I dismissed the Tenant's application without leave to reapply.

### Analysis

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

Conclusion

I dismiss the Tenant's Application 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: September 21, 2021

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Residential Tenancy Branch