



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      AS, LRE, MNRT;    MNRT, RP, LRE, AS

### Introduction

This hearing dealt with the tenant's first application, filed on June 8, 2021, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order allowing the tenant to assign or sublet because the landlords' permission has been unreasonably withheld, pursuant to section 65;
- an order to suspend or set conditions on the landlords' right to enter the rental unit, pursuant to section 70; and
- a monetary order for \$1,213.98 for the cost of emergency repairs to the rental unit, pursuant to section 67.

This hearing also dealt with the tenant's second application, filed on June 21, 2021, pursuant to the *Act* for:

- a monetary order for \$1,213.00 for the cost of emergency repairs to the rental unit, pursuant to section 67;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 32;
- an order to suspend or set conditions on the landlords' right to enter the rental unit, pursuant to section 70; and
- an order allowing the tenant to assign or sublet because the landlords' permission has been unreasonably withheld, pursuant to section 65.

While the respondent two landlords (male and female) attended the hearing by way of conference call, the applicant tenant did not, although I waited until 9:41 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m.

I monitored the teleconference line throughout this 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 two landlords and I were the only people who called into this teleconference.

At the outset of the hearing, I informed both landlords that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*"). Both landlords affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing process to both landlords. They had an opportunity to ask questions. They did not make any adjournment or accommodation requests. They confirmed that they own the rental unit.

The male landlord confirmed receipt of the first of the tenant's two applications for dispute resolution hearing packages. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenant's first application.

Rule 7.3 of the RTB *Rules* provides as follows:

*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.*

In the absence of any appearance by the tenant, I order that the tenant's two applications are dismissed in their entirety, without leave to reapply.

I informed both landlords of my decision during this hearing. They confirmed their understanding of same.

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: October 07, 2021

---

Residential Tenancy Branch