



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, FFL

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated July 7, 2021 ("1 Month Notice"), pursuant to section 47;
- a monetary order for compensation of \$787.50 under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The applicant tenant did not attend this hearing, which lasted approximately 10 minutes. The respondent landlord's two agents, "landlord HH" and "landlord BG," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The hearing began at 9:30 a.m. and ended at 9:40 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 landlord's two agents and I were the only people who called into this teleconference.

Landlord HH confirmed that she was the senior manager and landlord BG confirmed that she was the administrative manager, both employed by the landlord company named in this application. Both landlord agents confirmed that they had permission to represent the landlord at this hearing. Landlord HH confirmed that the landlord owns the rental unit. Landlord HH confirmed an email address for me to send a copy of my decision to the landlord after this hearing.

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

I explained the hearing process to both landlord agents. They had an opportunity to ask questions. They did not make any adjournment or accommodation requests.

Landlord HH stated that the landlord received a copy of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

Preliminary Issue – Dismissal of Tenant's Application

Rule 7.3 of the RTB *Rules of Procedure* 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 the tenant's entire application dismissed without leave to reapply.

Analysis

Pursuant to section 55 of the *Act*, if I dismiss the tenant's application to cancel a 1 Month Notice, the landlord is entitled to an order of possession, provided that the notice meets the requirements of section 52 of the *Act*.

Landlord HH stated that the landlord did not require an order of possession because the tenant moved out of the rental unit on August 6, 2021. I notified the landlord's two agents that I would not issue an order of possession, since the landlord did not require one. They confirmed their understanding of and agreement to same.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

The landlord is not issued an order of possession against the tenant.

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: November 18, 2021

Residential Tenancy Branch