



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE LION HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

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 August 29, 2021 ("1 Month Notice"), pursuant to section 47.

The applicant tenant did not attend this hearing, which lasted approximately 11 minutes. The respondent landlord's agent, "landlord LC," attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 9:30 a.m. and ended at 9:41 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 landlord LC and I were the only people who called into this teleconference.

Landlord LC provided his name, spelling, and the rental unit address. He confirmed that he was the property manager for the landlord company ("landlord") named in this application, and that he had permission to represent it at this hearing. He confirmed that the landlord owns the rental unit. He provided an email address for me to send a copy of this decision to the landlord after the hearing.

I informed landlord LC that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. Landlord LC affirmed, under oath, that he would not record this hearing.

I explained the hearing process to landlord LC. He had an opportunity to ask questions, which I answered. He did not make any adjournment or accommodation requests.

Landlord LC stated that he 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 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 LC stated that the landlord did not require an order of possession. He stated that the tenant moved out of the rental unit three months prior to this hearing and the landlord already took back possession of the rental unit. I notified him that I would not issue an order of possession, since the landlord did not require one. He confirmed his understanding of and agreement to same.

Conclusion

The tenant's 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: January 13, 2022

Residential Tenancy Branch