



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL; CNC, RP

Introduction

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

- an Order of Possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for its application, pursuant to section 72.

This hearing also dealt with the tenants' application pursuant to the *Act* for:

- cancellation of the landlords' One Month Notice to End Tenancy for Cause, dated August 17, 2021 ("1 Month Notice"), pursuant to section 47; and
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32.

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

The hearing began at 11:00 a.m. The landlord's agent called in late at 11:02 a.m. The hearing ended at 11:11 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 both Notices of Hearing. I also confirmed from the teleconference system that the landlord's agent and I were the only people who called into this teleconference.

The landlord's agent confirmed his name and spelling. He stated that he had permission to represent the landlord company ("landlord") named in this application. He confirmed that the landlord owns the rental unit and provided the rental unit address. He provided an email address for me to send this decision to the landlord after the hearing.

At the outset of this hearing, I informed the landlord's agent 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"). The landlord's agent affirmed, under oath, that he would not record this hearing.

I explained the hearing process to the landlord's agent. I informed him that I could not provide legal advice to him. He had an opportunity to ask questions, which I answered. He did not make any accommodation or adjournment requests.

Preliminary Issue - Dismissal of Tenants' 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 tenants, I order their entire application dismissed without leave to reapply. I informed the landlord's agent about my decision verbally during this hearing.

Preliminary Issue - Dismissal of Landlord's Application

At the outset of this hearing, the landlord's agent confirmed that the tenants vacated the rental unit, and the landlord took back possession on December 23, 2021. He said that the landlord did not require an order of possession against the tenants. I notified him that an order of possession would not be issued to the landlord. He confirmed his understanding of same.

The \$100.00 filing fee is a discretionary award issued by an Arbitrator to an applicant party, usually after the party is successful on the merits of its application, after a full hearing and a decision made by an Arbitrator. The landlord did not pursue its application at this hearing, no full hearing was conducted on the merits of the landlord's application, and an order of possession was not issued to the landlord. Therefore, this portion of the landlord's application is dismissed without leave to reapply.

During this hearing, I informed the landlord's agent that the landlord's entire application was dismissed without leave to reapply. He confirmed his understanding of same.

Conclusion

Both parties' entire applications are dismissed without leave to reapply.

The landlord's 1 Month Notice, dated August 17, 2021, is cancelled and of no force or effect.

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

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 06, 2022

Residential Tenancy Branch