



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP, PSF, OLC, LRE, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated November 2, 2021 ("One Month Notice"); for an order directing the Landlord to comply with the Act, regulation or tenancy agreement; for an Order for repairs to the unit, site or property, having contacted the Landlord in writing to make repairs, but they have not been completed; for an order to provide services or facilities required by the tenancy agreement or law; to suspend or restrict the Landlord's right to enter; and to recover the \$100.00 cost of his Application filing fee.

The Landlord said that the Tenant vacated the rental unit on December 8, 2021. The Landlord said that the Tenant did not give him a forwarding address.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. I explained the hearing process to the Landlord and gave him an opportunity to ask questions about it. During the hearing the Landlord was given the opportunity to provide his evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described herein.

The Landlord said that he heard about this hearing from the RTB, as he said the Tenant had not served him with any Notice of Hearing documents or evidence.

The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing on November 10, 2021; however, the Tenant did not attend the teleconference hearing scheduled for January 17, 2022 at 1:30 a.m. (Pacific Time). The phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord who indicated that he was ready to proceed.

Rule 7.1 states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Landlord and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 1:30 p.m. on January 17, 2022, as scheduled.

Rule 7.3 states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party or dismiss the application, with or without leave to reapply. The teleconference line remained open for over ten minutes, however, neither the Applicant nor an agent acting on his behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Tenant's Application without wholly leave to reapply.**

### Conclusion

The Tenant's Application is dismissed wholly without leave to reapply, as the Tenant or an agent for the Tenant did not attend the hearing to present the merits of the Application. The Respondent Landlord did attend the hearing.

This Decision does not extend any applicable time limits under the Act.

This Decision will be emailed to the address provided by the Landlord during the hearing and to the email address provided by the Tenant in the Application.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 17, 2022

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Residential Tenancy Branch