

Dispute Resolution Services  
Residential Tenancy Branch  
Office of Housing and Construction Standards

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**DECISION**

Dispute Codes      MNU, OPU-DR, FFL, OLC, MNDCT, RP, LRE, PSF, LAT, OT

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order requiring the landlord to return the tenant's personal property pursuant to section 65;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Extensive discussions with the landlords with the assistance of a Mandarin Translator over 107 minutes resulted in the landlord's application being dismissed with leave to reapply. Despite repeated attempts by the arbitrator in communicating with the landlords, the landlords were unable to comprehend the most basic of questions regarding service of the notice of hearing package to the tenant. Multiple attempts were made requesting the information from the landlords. Multiple attempts were made questioning the translator if the landlords' understood the question. The translator repeatedly stated that the landlords did understand but repeated their answers regarding the tenant owing rent. An inquiry was made with the tenant if he understood the question. The tenant stated that he understood and could not understand why the landlord's response. On this basis, the landlord's application was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period. The landlord was cautioned that if he still wished to proceed in filing a new application for dispute that it was strongly recommended that they seek an agent to assist them in the application and hearing process.

Due to a lack of time, the tenant's application was adjourned. Both parties are advised that no new evidence is to be submitted nor shall it be accepted. Both parties were advised that a new notice of adjournment for the tenant's application for dispute shall be sent to both parties to those mailing addresses confirmed by each party.

On January 4, 2022 the hearing resumed regarding the tenant's application for dispute. The landlord, his spouse, B.S., interpreter, K.W. and S.C. and P.H. attending in support were present via conference call. The tenant did not attend. The landlord was reminded that this adjournment was to deal with the tenant's application only.

This matter was set for a conference call hearing at 9:30 a.m. on this date for continuation to hear the tenant's application for dispute.

I waited until 25 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing.

Rule 7 of the Rules of Procedure provides that:

**7.1 Commencement of the dispute resolution hearing**

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

**7.2 Delay in the start of a hearing**

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

**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.

**7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

The landlord stated while waiting for the tenant that the tenant had vacated the rental unit on December 31, 2021. A review of the Residential Tenancy Branch file confirmed that both parties were provided with a copy of the interim decision and the Notice of Adjournment. A second check of the conference call system showed that there were no other parties on the line.

Accordingly, in the absence of any evidence or submissions from the tenant and in the absence of the tenant's participation in this hearing, I order the application dismissed without leave to reapply. I make no findings on the merits of the matter.

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

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Residential Tenancy Branch