



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord on September 23, 2021, under the *Residential Tenancy Act* (the Act), seeking:

- An early end to the tenancy pursuant to section 56 of the Act.

The hearing was convened by telephone conference call at 11:00 A.M. (Pacific Time) on February 4, 2022, and was attended by the Landlord and the Landlord's friend/interpreter A.S. No one attended on behalf of the Tenant. All testimony provided was affirmed. The Landlord stated that the Notice of Dispute Resolution Proceeding Package was sent to the Tenant at the rental unit by registered mail on October 1, 2021. The Landlord provided me with the registered mail tracking number, the registered mail receipt, a photograph of an envelope addressed to the Tenant at the rental unit address with the registered mail label affixed, which shows a tracking number matching the one shown in the above noted receipt. The Canada Post tracking website shows that the registered mail was sent on October 1, 2021, that a notice card was left on October 4, 2021, and that the registered mail was delivered on October 9, 2021. Based on the above, and as there is no evidence to the contrary, I find that the Notice of Dispute Resolution Proceeding Package was served on the Tenant on October 9, 2021, the date Canada Post indicates that it was delivered.

Residential Tenancy Branch records indicate that the Notice of Dispute Resolution Proceeding Package was emailed to the Landlord, at their request, on September 29, 2021, to be sent or served on the Tenant by October 2, 2021. As I am satisfied that the Notice of Dispute Resolution Proceeding Package was sent to the Tenant by registered mail on October 1, 2021, as set out above, I therefore find that the Landlord complied with section 59(3) of the Act and rule 3.1 of the Rules of Procedure.

Rule 7.1 of the Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. I verified that

the hearing information contained in the Notice of Hearing was correct, and I note that the Landlord and their friend/interpreter had no difficulty attending the hearing on time using this information. As the Landlord, the Landlord's friend/interpreter, and I attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled pursuant to rule 7.3 of the Rules of Procedure, despite the absence of the Tenant or an agent acting on their behalf. Although the teleconference remained open for the 41 minute duration of the hearing, neither the Tenant nor an agent acting on their behalf called into the hearing.

The participants were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that pursuant to rule 6.11 of the Rules of Procedure, recordings of the proceedings are prohibited, except as allowable under rule 6.12, and confirmed that they were not recording the proceedings.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The Landlord and their friend/interpreter stated that the Landlord wished to withdraw the Application, as they had received an Order of Possession for the rental unit from the Residential Tenancy Branch on January 27, 2021, as the result of a hearing that same date, in relation to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice). I granted the Landlord's request for withdrawal, and they remain at liberty to reapply, should they wish to do so.

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: February 4, 2022