



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order of \$6,025.15 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the cost of the filing fee.

The hearing began on May 28, 2021, and after 58 minutes the hearing was adjourned to allow additional time for the parties to present their evidence. On September 27, 2021, the hearing continued for an additional 146 minutes and had to be adjourned again to allow sufficient time for the parties to provide their evidence related to number of items listed in the tenant's claim. On October 21, 2021, the hearing continued for an additional 61 minutes and had to be adjourned again to allow sufficient time for the parties to provide their evidence related to number of items listed in the tenant's claim.

On March 1, 2022, the hearing continued. Attending for the landlord was agent KO, agent PL, observer, LT and witness for the landlord, JW. As the tenant did not attend, the participants waited the mandatory 10-minute waiting period. At 9:41 a.m. on March 1, 2022, the hearing concluded and the tenant's application was dismissed in full without leave to reapply for the reasons I will set out below.

Preliminary and Procedural Matters

The participants were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The participants were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the participants were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB

Compliance Enforcement Unit for the purpose of an investigation under the Act. The participants did not have any questions about my direction pursuant to RTB Rule 6.11.

In addition, there is an email address for both parties and accordingly, the decision will be emailed to both parties.

The tenant was provided with a Notice of Dispute Resolution proceeding via email from the RTB on October 22, 2021 at 3:32 p.m. In addition, the tenant was also emailed a reminder about the hearing via email on February 26, 2022 at 4:30 a.m. from the RTB to remind the tenant about the hearing this date, March 1, 2022 at 9:30 a.m. Pacific Time. The tenant did not attend the hearing and the only participants were that of the respondent landlord.

Analysis

RTB Rules 7.1 and 7.3 apply and state:

7.1 Commencement of the dispute resolution hearing

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

7.3 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.

Given the above and following the 10-minute waiting period, the application of the tenant was **dismissed without leave to reapply**. I find the tenant failed to attend the entire proceeding by failing to attend on March 1, 2022 and as a result, their application is dismissed without leave to reapply. I find it is not necessary to consider anything further in this matter as the tenant is required to attend the hearing as per RTB Rule 7.1 and 7.3.

This decision does not extend any applicable time limits under the Act. The respondent attended the hearing, yet the applicant tenant did not attend the hearing to present the merits of their application.

I do not grant the filing fee as this application has been dismissed in full.

Conclusion

The application is dismissed in full without leave to reapply.

The filing fee is not granted.

This decision will be emailed to both parties at the email addresses listed on the application.

This decision is final and binding on the parties, except as 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: March 1, 2022

Residential Tenancy Branch