



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AS, OLC, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an order to allow an assignment or sublet when permission has been unreasonably denied; for an Order for the Landlord to Comply with the Act or tenancy agreement; and to recover the \$100.00 cost of their Application filing fee.

The Tenants were provided with a copy of the Notice of a Dispute Resolution Hearing on February 14, 2022; however, the Tenants did not attend the teleconference hearing scheduled for May 9, 2022, at 11:00 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 respondent Landlord's Agent, L.T. ("Agent"), who indicated that she was ready to proceed.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure ("Rules") states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Agent 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 11:00 a.m. on May 9, 2022, as scheduled.

Rule 7.3 states that 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 reapply. The teleconference line remained open for over ten minutes, however, neither the Applicant nor an agent acting on their behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Tenants' Application without leave to reapply**.

At the outset of the hearing, I asked the Agent for the Landlord's name in this matter, as the Landlord identified on the Application was different than that in the tenancy agreement. The Agent advised me that the Landlord's name on the tenancy agreement is the correct Landlord, and that the Agent should not be named as landlord in this proceeding. As such, I amended the Respondent's name in the Application, pursuant to section 64 (3) (c) and Rule 4.2.

Conclusion

The Tenants' Application is dismissed wholly without leave to reapply, as the Tenants or an agent for the Tenants did not attend the hearing to present the merits of the Application. The Respondent Agent 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 Tenants in their Application, and confirmed by the Agent in the hearing.

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: May 09, 2022

Residential Tenancy Branch