



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, 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 February 4, 2022 ("One Month Notice"); for an order directing the Landlord to comply with the Act, regulation or tenancy agreement; and to recover her \$100.00 Application filing fee.

An agent for the Landlord, K.B. ("Agent"), appeared at the teleconference hearing; however, no one attended on behalf of the Tenant. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that she was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

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 of the name of the company that owns the residential property, who the Agent said she represents. Accordingly, I amended the Respondent's name in the Application, pursuant to section 64 (3) (c) and Residential Tenancy Branch ("RTB") Rule of Procedure ("Rules") 4.2.

The Agent advised me that the Tenant had moved out on April 6, 2022, without having participated in a move-out condition inspection, which the Agent said she had communicated to the Tenant. The Agent said that she then posted the move-out inspection date on the rental unit door, based on when the Tenant said she was moving

out. However, the Tenant moved out before this could be done, without notifying the Agent of the Tenant's departure.

The Landlord said that she does not need an order of possession for the rental unit, or anything else from the RTB at this point. She said she attended the hearing to do her due diligence, and because the Tenant told her that the Tenant might attend.

The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing on February 16, 2022; however, the Tenant did not attend the teleconference hearing scheduled for May 16, 2022, at 11:00 a.m. (Pacific Time). The phone line remained open for over ten minutes and was monitored throughout this time. Only the Agent attended the hearing on behalf of the Landlord.

Rule 7.1 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 16, 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 her 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 wholly without leave to reapply.**

Conclusion

The Tenant's Application is dismissed 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: May 16, 2022

Residential Tenancy Branch