



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **LRE, CNC, AS, OLC, FFT, CNR  
OPR-DR, MNR-DR, FFL**

### **Introduction**

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- Cancellation of One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to section 47;
- An order to allow an assignment or sublet when permission has been unreasonably denied pursuant to section 65;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("Ten Day Notice") pursuant to section 46;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenant BG attended. The hearing process was explained and an opportunity was given to ask questions about the hearing process. The tenant was given the opportunity to make submissions as well as present affirmed testimony and written evidence.

The landlord did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 13 minutes to allow the landlord the opportunity to call. The teleconference system indicated only the tenant and I had called into the hearing. I confirmed the correct call-in number and participant code for the landlord had been provided.

The tenant acknowledged receipt of the landlord's Notice of Hearing and evidence package.

#### *Withdrawal of Claim*

At the outset, the tenant stated they vacated the unit on April 1, 2022. Accordingly, the tenant withdrew their application without leave to reapply.

#### *Security deposit*

The tenant requested return of double the security deposit. However, I explained to the tenant their Application for Dispute Resolution did not include a request for the return of the security deposit. Accordingly, I could not address the issue.

The tenant stated they provided their forwarding address to the landlord on the last day of the tenancy.

The tenant also provided their forwarding address during the hearing which is on the first page of the Decision.

A copy of this Decision will be sent to the landlord including the tenant's forwarding address on the first page.

#### *Landlord's claim*

Rule 7.3 of the Rules of Procedure provides as follows:

***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 reapply.*

As the landlord did not attend the hearing and in the absence of any evidence or submissions, I order the landlord's application dismissed without leave to reapply.

Conclusion

Both applications are dismissed without leave to reapply.

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: June 02, 2022

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Residential Tenancy Branch