



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNL, FFT

### Introduction and Preliminary Matters

On March 28, 2022, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On April 8, 2022, the Tenant applied for a second Dispute Resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property pursuant to Section 49 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On April 20, 2022, these hearings were scheduled to commence via teleconference at 11:00 AM on July 15, 2022.

Both Landlords attended the hearing; however, the Tenant did not make an appearance at any time during the 26-minute teleconference. At the outset of the hearing, I informed the Landlords that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, they provided a solemn affirmation.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 11:00 AM and monitored the teleconference until 11:26 AM. Only the Respondents dialed into the teleconference during this time. I

confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Respondents were the only other persons who had called into this teleconference.

As the Applicant did not attend the hearing, I dismiss the Tenant's Applications for Dispute Resolution in their entirety.

The Landlords advised that the Tenant had given up vacant possession of the rental unit on May 31, 2022. As the Landlords had already received vacant possession of the rental unit back, the granting of an Order of Possession is a moot point and does not need to be considered.

As the Tenant was not successful in these Applications, I find that the Tenant is not entitled to recover the \$100.00 filing fees paid for these Applications.

### Conclusion

I dismiss the Tenant's Applications for Dispute Resolution 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: July 15, 2022

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Residential Tenancy Branch