



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNL, OLC**

### Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Tenant applied for:

- an order for cancellation of a Two Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") pursuant to section 49; and
- an order requiring the Landlord to comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62.

The Tenant did not attend this hearing. I left the teleconference hearing connection open until 9:53 am in order to enable the Tenant to call into this teleconference hearing scheduled for 9:30 am. The Landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding ("NDRP"). I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord stated he was not served with the NDRP. The Landlord stated he called the Residential Tenancy Branch and was provided with a courtesy copy of the NDRP. I find that the NDRP was sufficiently served on the Landlord pursuant to section 71(2)(b) of the Act.

The Landlord stated he was not served with any evidence by the Tenant.

Preliminary Matter – Effect of Non-Attendance by Tenant

Rule 6.6 of the *Residential Tenancy Branch Rules of Procedure* (“RoP”) states:

**6.6 The standard of proof and onus of proof**

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

Pursuant to Rule 6.6 of the RoP, the Tenant bears the onus to prove he is entitled to the claims made in the Application.

Rules 7.1, 7.3 and 7.4 of the RoP 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 the party, or dismiss the application, with or without leave to re-apply.

**7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party’s agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Given the Tenant did not attend the hearing within 10 minutes of its commencement, pursuant to Rule 7.3 of the RoP I dismiss Application in its entirety without leave to reapply.

The Landlord stated the Tenant vacated the rental unit on May 15, 2022. As such, it is unnecessary for me to grant the Landlord an Order of Possession pursuant to section 55(1) of the Act.

Conclusion

The Application is dismissed in its entirety 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 13, 2022

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Residential Tenancy Branch