



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated March 30, 2022 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The two tenants did not attend this hearing, which lasted approximately 11 minutes. The landlord's two agents, "landlord PN" and "landlord AL," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 1:30 p.m. with me and landlord PN present. Landlord AL called in late at 1:35 p.m. This hearing ended at 1:41 p.m.

I monitored the teleconference line throughout this hearing. 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 landlord's two agents and I were the only people who called into this teleconference.

The landlord's two agents confirmed their names and spelling. They both confirmed that they had permission to represent the landlord named in this application, who is the owner of the rental unit. Landlord PN confirmed the name and spelling of the landlord. She

confirmed the rental unit address. She provided her email address for me to send this decision to the landlord after the hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recording of this hearing by any party. At the outset of this hearing, the landlord’s two agents both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to the landlord’s two agents. They had an opportunity to ask questions. They did not make any adjournment or accommodation requests.

Landlord PN confirmed receipt of the tenants’ application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenants’ application.

Rule 7.3 of the RTB *Rules* 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 re-apply.

In the absence of any appearance by the applicant tenants, I order the tenants’ entire application dismissed without leave to reapply. I informed the landlord’s two agents of my decision verbally during this hearing. They confirmed their understanding of same.

Pursuant to section 55 of the *Act*, if I dismiss the tenants’ application to cancel a 1 Month Notice, the landlord is entitled to an order of possession, provided that the notice meets the requirements of section 52 of the *Act*.

Landlord PN stated that the landlord did not require an order of possession against the tenants because the tenants moved out on May 1 or 2, 2022, and the landlord took back possession of the rental unit. I notified the landlord’s two agents that I would not issue an order of possession to the landlord, since one was not required. They both confirmed their understanding of and agreement to same.

Conclusion

The tenants’ entire application is dismissed without leave to reapply.

The landlord is not issued an order of possession against the tenants.

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 29, 2022

Residential Tenancy Branch