

DECISION

Dispute Codes CNR, CNC-MT, OLC

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on May 23, 2022 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*");

- more time to extend the time limit to dispute a One Month Notice to End Tenancy for Cause, (the "One Month Notice"), pursuant to the *Act*;
- to cancel a 10 Day Notice to End Tenancy for Unpaid Rent dated May 2, 2022 (the "10 Day Notice"); and
- an order that the Landlord comply with the *Act*.

The hearing was scheduled for 11:00 A.M. on October 3, 2022 as a teleconference hearing. The Landlord's Agent attended the hearing at the appointed date and time. No one appeared for the Tenants. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

Preliminary Matters

Rule 7.1 of the Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. As the Landlord's Agent and I attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled at 11:00 A.M. on October 3, 2022.

Rule 7.3 of the Rules of Procedure states that if a party 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 neither the Tenants, nor a representative acting on their behalf attended the hearing to present any evidence or testimony for my consideration regarding the Tenants' Application, I therefore dismiss the Tenant's Application in its entirety without leave to reapply.

I note that Section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession, and an order requiring the payment of the unpaid rent, if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*. Having made the above finding, I will now turn my mind to whether the Landlord is entitled to an Order of Possession and a monetary order for unpaid rent, pursuant to section 55 of the *Act*.

The Landlord's Agent stated that the Landlord had applied for an order of possession as well as a monetary order relating to unpaid rent through direct request. The Landlord's Agent stated that the Landlord was successful with this Application and was issued the orders dated June 24, 2022. The Landlord's Agent confirmed that the tenancy has since ended. As such, I find the Landlord is not entitled to another Order of Possession and Monetary Order as this would be Res Judicata.

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: October 03, 2022

Residential Tenancy Branch