



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNDCT, OLC

### Introduction

This hearing dealt with the tenant's application, filed on November 28, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$14,432.95 for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62.

The applicant tenant did not attend this hearing, which lasted approximately 11 minutes. The respondent landlord and his agent 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 11:00 a.m. and ended at 11:11 a.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, his agent, and I were the only people who called into this teleconference.

The landlord and his agent provided their names and spelling. The landlord provided his email address for me to send a copy of this decision to him after this hearing.

The landlord confirmed that he is a building manager, employed by a landlord company BH. He said that the landlord company owns the rental unit. He provided the rental unit address. He stated that he had permission to represent the landlord company at this

hearing. He explained that his agent, who is his bookkeeper, had permission to speak on his behalf.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“*Rules*”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, the landlord and his agent separately affirmed, under oath, that they would not record this hearing.

I explained the hearing process to the landlord and his agent. They had an opportunity to ask questions, which I answered. They did not make any adjournment or accommodation requests.

The landlord’s agent repeatedly asked if and how the landlord could evict the tenant. She said that the landlord filed RTB applications to evict the tenant and gave the tenant notices to end tenancy for unpaid rent. She was upset that the tenant filed this application and asked how he could ask for money from the landlord.

I repeatedly informed the landlord and his agent that I could not provide legal advice and they could hire a lawyer for same. I repeatedly notified them that my role as an Arbitrator was to make a decision regarding the tenant’s application only, and that there were no applications from the landlord to be heard at this hearing. I repeatedly informed them that I was not dealing with an eviction of the tenant, as it was not part of the tenant’s application. I referred them to the RTB contact phone numbers, email, and links on the notice of hearing that they confirmed receiving from the tenant, and from the RTB for the landlord’s applications that they claimed were filed against the tenant.

#### Preliminary Issue – Dismissal of Tenant’s Application

The landlord’s agent confirmed receipt of the tenant’s application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant’s application.

The landlord’s agent said that the landlord did not submit any evidence for this hearing.

Rule 7.3 of the RTB *Rules* states the following:

*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 tenant, I order the tenant's entire application dismissed without leave to reapply.

I informed the landlord and his agent of my decision verbally during this hearing. They affirmed their understanding of same.

### Conclusion

The tenant's entire application is 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: April 06, 2023

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Residential Tenancy Branch