



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FFT

Introduction

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

- an order requiring the landlord to make 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 applicant tenant did not attend this hearing. The respondent landlord attended this hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 11 minutes from 11:00 a.m. to 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 online teleconference system that the landlord and I were the only people who called into this teleconference.

The landlord provided her name and spelling. She provided her email address for me to send a copy of this decision to her after this hearing. She said that she owns the rental unit. She provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recordings of any hearings by any participants. At the outset of this hearing, the landlord affirmed, under oath, that she would not record this hearing.

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

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlord's surname and to include the full rental unit street description. The landlord consented to the amendment regarding her surname. I find no prejudice to either party in making these amendments.

Preliminary Issue – Dismissal of Tenant's Application

The landlord said that she received a copy 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 tenant provided the following description regarding her claim for repairs, on the RTB online dispute access site:

"Landlord has been asked repeatedly for proof of maintenance on the furnace as last known date of service on unit is 1999. Furnace unit does not shut off, cost of heating is extremely higher than reasonable, uneven heat distribution throughout house (tenants above freezing), and black debris coming from basement suite bathroom fan. Multiple tenants in upper suite and myself suffer from many health conditions that are worse because of the dust. Landlord threatens to evict us and/or has said move."

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

I informed the landlord of my decision during this hearing. She affirmed her 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: May 25, 2023

Residential Tenancy Branch