

DECISION

Dispute Codes CNR MNDC FF

Introduction

This hearing convened on July 21, 2009, and reconvened for the present session on September 9, 2009.

July 21, 2009 11:00 a.m. Hearing

Preliminary Issues

I noted that the Tenant's telephone communication was not clear and that she was cutting in and out of the conversation. The Tenant advised that she did not have a land line telephone and her daughter had her cell phone so the Tenant had called into the hearing via her computer. I informed the Tenant that we would attempt to proceed however if I found that it was too difficult to acquire the Tenant's testimony I would have to adjourn the hearing.

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy for unpaid rent and to obtain a Monetary Order for money owed or compensation for damage or loss under the Act.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on June 7, 2009. The Landlord confirmed receipt of the hearing package.

Both the Landlord and Tenant appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, in documentary form, and to cross exam each other.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

Is the Tenant entitled to an Order under sections 46, 67, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The month to month tenancy began on May 1, 2008 and ended when the Tenant vacated the rental unit on June 23, 2009 after the Landlord was issued an Order of Possession. The Landlord did not know the rental unit was vacated until June 25, 2009 when he attended the unit and found that the Tenants had left. Rent was payable on the first of each month in the amount of \$1,400.00.

The Tenant is seeking \$5,000.00 in compensation which is comprised of 3.57 months of rent from December 2008 to March 18, 2009. The Tenant stated that she had wanted to apply for \$8,400.00, which represents rent of \$1,400.00 from December 1, 2008 to May 31, 2009, however she did not have enough money to pay for the application fee for a claim of that amount.

The Tenant advised that the rental home consisted of a main floor with 3 bedrooms, laundry room / utility room, entrance way, bathroom, and family room and that the upper floor had 3 bedrooms, 1 ½ bath, kitchen, dinning area and living room.

The Landlord argued that the 3 bedrooms on the main floor were unfinished as they did not have carpet on the floor that they had bare concrete floors. The rest of the main floor was completely finished.

The Tenant's mode of communication became increasingly intermittent so I adjourned the hearing at approximately 11:20 a.m. and informed the Tenant and Landlord that they would receive a Notice of Adjourned Hearing, and that both parties would be required to call into the hearing using a telephone and not a computer.

September 9, 2009 11:00 a.m. Reconvened Hearing

The hearing reconvened at 11:00 a.m. The Respondent Landlord signed into the hearing however the Application Tenant did not.

There was no additional evidence or testimony provided in support of the Tenant's claim as no one attended on behalf of the Tenant.

Analysis

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing. In the absence of the Applicant Tenant, the telephone line remained open while the phone system was monitored for ten minutes and no one on behalf of the Applicant Tenant called into the hearing during this time. Based on the aforementioned I find that the Tenant has failed to present the merits of her application and the application was dismissed.

Conclusion

I HEREBY DISMISS the Tenant's application, 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: September 09, 2009.

Dispute Resolution Officer