



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      O

### Introduction

This matter dealt with an application by the Tenant. This oral hearing via teleconference started at 9:00 a.m. as scheduled, however by 9:10 a.m., the Tenant had not dialled into the conference call.

In the Details section of her application for dispute resolution, the Tenant wrote, "*Landlord is saying I did not pay the rent. I paid cash and I have a witness who was me pay the rent for May 2011.*" The Landlord attended the hearing and claimed that the Tenant made only a partial payment of the rent for May 2011 and that rent is still owed for that month. The Landlord said he has not yet served the Tenant with a Notice to End Tenancy for these rent arrears.

Section 58 of the Act states that a person may make an application for dispute resolution *where there is a dispute*. Although the Tenant claimed there is no unpaid rent and the Landlord alleges that there is, I find that this is not a dispute that can be dealt with by the Residential Tenancy Branch until such time as the Tenant receives a Notice to End Tenancy for the alleged unpaid rent or the Landlord files an application to recover the alleged unpaid rent.

### Conclusion

The Tenant's application is dismissed without leave to reapply. As the Tenant did not attend the hearing to pursue her application and it does not disclose a dispute that can be dealt with under the Act, I conclude that the Tenant's application is an abuse of the Dispute Resolution process and accordingly, ***I Order the Tenant pursuant to s. 72(1) of the Act to pay to the Director the \$50.00 filing fee that was waived for this proceeding.***

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: January 25, 2012.

---

Residential Tenancy Branch