



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

The tenant did not attend. The landlord and her agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The landlord confirmed that she was served with the tenant's application for dispute and that they were aware of the listed issues.

I waited until 11 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing.

Rule 7 of the Rules of Procedure provides that:

#### **7.1 Commencement of the dispute resolution hearing**

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

#### **7.2 Delay in the start of a hearing**

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

#### **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.

#### **7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

The landlord stated that notice was given to the tenant by posting it to the rental unit door on March 3, 2017. The landlord then confirmed that the tenant had failed to pay \$885.00 in rent that was due on March 1, 2017. The landlord then provided direct testimony that the tenant had made a payment to the landlord for \$700.00, but was still outstanding \$165.00 for March and that no rent was paid for April 2017. The landlord also provided direct testimony that the tenant still owed \$165.00 for February 2017 and that no rent was paid for March 2017.

Section 55 of the Act states in part that when the tenant has made an application to cancel a notice to end tenancy and the tenant's application is dismissed an order of possession shall be granted to the landlord. However, in this case, the landlord in justifying the 10 Day Notice has provided both conflicting and contradictory details of the 10 Day Notice for unpaid rent. I find that the 10 Day Notice cannot be justified as repeated attempts with the landlord and her agent were unsuccessful as both parties continued to provide conflicting and contradictory details of the 10 Day Notice.

Accordingly, in the absence of sufficient evidence or submissions from the tenant and the landlord and in the absence of the tenant's participation in this hearing after 30 minutes, I order the application 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 07, 2017

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Residential Tenancy Branch