



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDCL-S MNRL-S OPR

Introduction

This decision is in respect of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") made on October 16, 2018. The landlord seeks the following remedies:

1. an order of possession of the rental unit for unpaid rent;
2. a monetary order for unpaid rent;
3. a monetary order for costs resulting from tenant's failure to upkeep lawn; and,
4. a monetary order for recovery of the filing fee.

A dispute resolution hearing was convened on November 27, 2018, and the tenant attended, was given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The landlord did not attend.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the issues of this application are considered in my decision.

Issues to be Decided

1. Is the landlord entitled to an order of possession of the rental unit for unpaid rent?
2. Is the landlord entitled to a monetary order for unpaid rent?
3. Is the landlord entitled to a monetary order for costs resulting from tenant's failure to upkeep lawn?
4. Is the landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

The tenant attended the hearing and he explained that he had vacated the rental unit on November 8, 2018 (give or take a few days) and that he had previous discussions with the landlord about her cancelling the hearing. There are notes on the Residential Tenancy Branch file indicating the tenant called an information officer about how the landlord could cancel the hearing. The tenant also read text messages from his WhatsApp between himself and the landlord, on November 13, 2018, wherein he asks the landlord to cancel the hearing. The landlord purported said "will do." There is no indication on the file that the landlord attempted to cancel the hearing.

After the tenant and I waited on the teleconference hearing line for ten minutes, I confirmed his email address and then concluded the hearing at 11:11 A.M.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. Given that the landlord failed to attend the hearing, she has not proven her case on a balance of probabilities.

Conclusion

I hereby dismiss the landlord'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 Act.

Dated: November 27, 2018

Residential Tenancy Branch