



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, RP

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make repairs to the rental unit pursuant to section 32.

This matter was set for a conference call hearing at 11:00 a.m. on this date. The tenant did not attend or submit any documentary evidence. The landlord and his agent (the landlord) attended the hearing via conference call and provided undisputed testimony. The landlord confirmed receipt of the tenant's notice of hearing package and that he was aware of the tenant's issues. The landlord provided undisputed testimony that the tenant was served with the landlord's submitted documentary evidence in person on June 15, 2019. I find that the landlord has been sufficiently served as per section 90 of the Act.

I waited until 10 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing. The hearing was concluded after 22 minutes with no attendance by the tenant.

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.

Accordingly, in the absence of any evidence or submissions from the tenant and in the absence of the tenant's participation in this hearing, I order the application dismissed without leave to reapply. I make no findings on the merits of the matter.

The landlord provided undisputed testimony that the tenant was served with the 10 Day Notice dated May 12, 2019. The landlord clarified that this was a clerical error and that it was served on May 2, 2019 in person. The landlord noted that the tenant's application for dispute shows that the tenant received the 10 Day Notice in person on May 5, 2019.

The 10 Day Notice sets out that the tenant failed to pay rent of \$3,750.00 that was due on May 2, 2019. The landlord provided a detailed breakdown in the submitted documentary evidence of the monetary arrears as shown below.

\$3,750.00	Unpaid Rent/Arrears	\$600.00	November 2018
		\$100.00	December 2018
		\$820.00	January 2019
		\$230.00	February 2019
		\$200.00	March 2019
		\$500.00	April 2019
		\$1,300.00	May 2019

Pursuant to section 55 of the Act the landlord is granted an order of possession to be effective 2 days after upon the tenant being served. The landlord has provided sufficient evidence to justify the 10 Day Notice for Unpaid Rent dated May 12, 2019 (corrected to May 2, 2019 by the landlord).

The order of possession must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: June 25, 2019

Residential Tenancy Branch