



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, CNR, ERP, FFT

### Introduction

I was designated to hear this matter pursuant to section 58 of the *Residential Tenancy Act* (the *Act*). The tenant applied for:

- 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 emergency repairs to the rental unit pursuant to section 33;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The Respondent called into this teleconference hearing at the date and time set for the hearing of this matter. The Applicant did not, although I waited until 11:14 a.m. to enable them to connect with this teleconference hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Respondent and I were the only persons who had called into this teleconference.

Rule 10.1 of the Rules of Procedure provides as follows:

**10.1 Commencement of the hearing** The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

**Accordingly, in the absence of any attendance at this hearing by the Applicant, I proceeded to consider the application without the Applicant in attendance.**

As the landlord confirmed that the tenant handed him a copy of the tenant's dispute resolution hearing package on May 12, 2019, I find that the landlord was duly served with this package in accordance with section 89 of the Act. Neither party entered into written evidence any notice to end tenancy issued by the landlord.

#### Issues(s) to be Decided

Should any orders be issued with respect to the current monthly rent for this tenancy?

#### Background and Evidence

The landlord testified that this tenancy began on January 1, 2017 on the basis of a month-to-month tenancy agreement between the parties. Monthly rent is set at \$1,200.00, payable in advance on the first of each month.

The landlord testified that no 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was issued to the tenant, and that the tenant is up to date with rental payments. The landlord said that they attempted to increase the monthly rent by 4% as of January 1, 2019, \$48.00 more than the tenant was previously paying. The landlord testified that no official Notice of Rent Increase on the required Residential Tenancy Branch form has been issued to the tenant for this rent increase. The landlord said that the tenant paid the requested \$48.00 extra for each of the first four months this year, but then reduced rent payments to \$1,000.00 on May 1, 2019. At that time, the tenant advised the landlord of his intention to only pay \$1,000.00 per month for this rental suite in the future.

#### Analysis

Since the tenant did not attend this hearing, I dismiss this application without leave to reapply. Based on the landlord's sworn testimony, the monthly rent for this tenancy remains at \$1,200.00.

Conclusion

The tenant's application is dismissed without leave to reapply. The monthly rent remains at \$1,200.00, the amount cited in the tenancy agreement between these parties, until changed in accordance with the *Act*.

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 20, 2019

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Residential Tenancy Branch