



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **PSF, CNR, FFT, RP, OLC**

Introduction

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

- An order to provide services or facilities required by a tenancy agreement or law pursuant to section 62;
- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to section 46;
- Authorization to recover the filing fees from the landlord pursuant to section 72;
- An order for regular repairs to be done to the rental unit pursuant to section 32; and
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The tenant did not attend this hearing, although I initially left the teleconference hearing connection open to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference between 9:30 a.m. and 9:40 a.m.

The landlords attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed receipt of the tenant's Application for Dispute Resolution Proceedings Package and did not indicate any concerns with timely service of documents.

During the landlord's testimony, the teleconference hearing was interrupted by a screeching noise heard on the arbitrator's line at 9:43 a.m. The arbitrator disconnected the line at 9:47 a.m. and the landlord's line disconnected when the arbitrator hung up. The hearing reconvened at 9:48 a.m. when the arbitrator and the landlord called back.

The tenant never called into the hearing at any point between 9:30 a.m. and 9:58 a.m., when the hearing finally concluded. The lines were left open between 9:48 a.m. and 9:58 a.m. to allow the tenant to call in.

Preliminary Issues

The landlords testified that on December 21, 2019, one day after serving the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, they received \$1,492.00, representing the full amount stated on the Notice. As the tenant paid the overdue rent within 5 days after receiving the Notice, pursuant to section 46(4) of the Act, the Notice has no effect and the tenancy shall continue.

Rule 7.3 of the Rules of Procedure provides that 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. Rule 7.4 states that 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 to present evidence, any written submissions supplied may or may not be considered.

The tenant did not attend the hearing which was scheduled by conference call at 9:30 a.m. and concluded at 9:58 a.m. As he did not attend, he did not present evidence regarding the merits of his claim for me to consider. Consequently, I dismiss the tenant's application with leave to reapply.

As the tenant was not successful in his claim, he will not recover the filing fee.

Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is cancelled and of no further force or effect. The tenancy shall continue with the rights and obligations of the parties under the Act remaining intact.

The remaining issues identified in the tenant's claim are dismissed with 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: February 27, 2020