



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

Tenant: CNR  
Landlord: OPRM-DR, OPR-DR-PP., FFL

### Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* ("Act") by the Parties.

The Tenant filed a claim for:

- an Order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated September 2, 2020 ("10 Day Notice").

The Landlord filed a claim:

- for an order of possession for unpaid rent, with a request for a monetary order of \$4,840.00 for outstanding unpaid rent from the Tenant, as the Landlord issued a 10 Day Notice (with repayment plan) that was not paid in the required time; and
- recovery of the \$100.00 Application filing fee.

The Tenant attended the hearing and provided affirmed evidence. No one attended on behalf of the Landlord. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Tenant, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Tenant.

The Landlord was provided with a copy of the Notice of a Dispute Resolution Hearing for their application on September 22, 2020; however, the Landlord did not attend the

teleconference hearing scheduled for October 29, 2020 at 11:00 a.m. (Pacific Time). The phone line remained open for 13 minutes and was monitored throughout this time. The only person to call into the hearing was the Tenant.

The Tenant said:

Last week they told me in an email that if I give them six post-dated cheques beginning in November 2020, they will withdraw the eviction notice. The email they sent was dated October 15. It says: 'If you provide those six cheques, because we have been receiving your previous cheques and they have been clearing, we will withdraw the dispute.'

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure ("Rules") states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Tenant and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 11:00 a.m. on October 29, 2020, as scheduled.

Rule 7.3 states 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 reapply. The teleconference line remained open for 13 minutes; however, neither the Landlord nor an agent acting on their behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Landlord's Application wholly without leave to reapply.**

Accordingly, I grant the Tenant's application to cancel the 10 Day Notice issued on September 2, 2020. The 10 Day Notice has no force or effect. The tenancy will continue until ended in accordance with the Act.

### Conclusion

The Tenant's application to cancel the 10 Day Notice is granted. The Landlord did not attend the hearing to provide evidence on the merits of their claim; therefore, their application is dismissed wholly without leave to reapply. The tenancy will continue until legally ended in accordance with the Act.

This Decision is final and binding on the Parties, unless otherwise provided under the

Act, and 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: October 29, 2020

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Residential Tenancy Branch