



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a 10 Day Notice to End Tenancy for Unpaid rent dated September 2, 2020 ("10 Day Notice"), and to recover the \$100.00 cost of his \$100.00 Application filing fee.

An agent for the Landlord, C.A. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The Tenant was given the Notice of Hearing on October 5, 2020. 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 Agent, who indicated that she 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 Agent.

I explained the hearing process to the Agent and gave her an opportunity to ask questions about the hearing process. During the hearing, the Agent was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in his Application, and the Agent confirmed her email address in the hearing. She also confirmed her understanding that the Decision would be emailed to both Parties.

The Agent confirmed that the Landlord has already received an order of possession for

this rental unit from another RTB hearing, so she does not need another such order as a result of this hearing.

At the outset of the hearing, the Agent noted that the Tenant had named a building manager, A.S., as the Landlord for this proceeding. However, the Agent requested that the Application be amended to reflect that the Landlord is actually a corporation, whose name the Agent provided. As a result, I have amended the Respondent's name in the Application, pursuant to section 64(3)(c) and Rule 4.2.

Issue(s) to be Decided

- Should the 10 Day Notice be cancelled or confirmed?
- Is the Tenant entitled to recover the \$100.00 Application filing fee?

Background and Evidence

The Tenant had submitted a tenancy agreement, and the Agent confirmed that the fixed term tenancy began on September 1, 2019 and ran until August 31, 2020, when it became a month-to-month tenancy. The Agent said that the Tenant's rent was reduced by \$15.00 per month, as a result of the elimination of a service or facility in the residential property. The Agent said that the Tenant was supposed to pay the Landlord \$2,285.00 per month in rent from September 2020 onward, as a result of this reduction. The Agent confirmed that the Tenant paid the Landlord a security deposit of \$1,150.00, and no pet damage deposit. The Agent said the Landlord still holds the security deposit.

The 10 Day Notice was signed and dated September 2, 2020, it has the rental unit address, it was served by being posted on the rental unit door on September 2, 2020, it had an effective vacancy date of September 15, 2020, and it was served, because the Tenant failed to pay \$2,285.00 in rent that was owed to the Landlord on September 1, 2020.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

As the Tenant did not attend the teleconference hearing to present the merits of his Application, I dismiss this Application wholly without leave to reapply.

The Landlord already has an order of possession for this rental unit; therefore, there is no need to award such an Order in this proceeding.

Conclusion

The Tenant's Application is wholly dismissed without leave to reapply, as the Tenant did not attend the hearing to present the merits of his case. The Agent did attend to present the Landlord's position on the matter.

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: November 09, 2020

Residential Tenancy Branch