



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER PRESTIGE REALTY ADDY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP, OPR-DR-PP, OPRM-DR, FFL

Introduction

In the first application the tenant seeks to cancel a ten day Notice to End Tenancy for unpaid rent received October 2, 2020 and for an order that the landlord repair a fence.

In the second application the landlord seeks an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent issued in March 2020 and for a monetary award for unpaid rent.

The tenant failed to attend for the hearing within 55 minutes after its scheduled start time at 9:30 a.m. on December 15, 2020. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord's representatives and this arbitrator were the only ones who had called into this teleconference during that period.

The tenancy agreement shows that the landlord is CBPR, as named in the tenant's application. The landlord's application has been brought in the name of the landlord's agent named in the tenancy agreement and in the abbreviated name of the property owner. At hearing it was indicated that any order granted would have to be in the name of the agent PC, however, on reconsideration, as the tenant has named CBPR as his landlord in his application and shown PC as the representative, it would not be unfair to permit the landlord to amend its application by naming the true landlord and not simply its agent. I therefore amend the landlord's application to add CBPR as landlord applicant.

As the tenant failed to attend the hearing his application is dismissed. As the landlord's representative attended and was ready to proceed, I dismiss the tenant's application without leave to re-apply.

As a result of the Notice received by the tenant October 2, 2020, this tenancy ended October 12, 2020. Pursuant to s. 55(1)(b) of the *Residential Tenancy Act* (the "RTA") I grant the landlord an order of possession.

On the testimony of PC and SJ, I find that the tenant failed to pay \$2800.00 of rent for April 2020, \$2300.00 of rent for May 2020, \$1800.00 of rent for June 2020, \$800.00 of rent for July 2020, \$2800.00 of rent for August 2020 and \$3300.00 of rent for each of September and October 2020.

The total rent owed is \$17,100.00. However, the landlord has only claimed rent owing of \$14,300.00, including October. As the tenant was not present at the hearing, I decline to consider permitting the landlord to amend its application to seek more than the amount claimed in its application.

I award the landlord \$14,300.00 for unpaid rent plus recovery of the \$100.00 filing fee for its application. I authorize the landlord to retain the \$1650.00 security deposit in reduction of the amount awarded.

The landlord CBPR will have a monetary order against the tenant for the remainder of \$12,750.00.

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: December 15, 2020

Residential Tenancy Branch