



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL, FFT

### Introduction

The landlord seeks an order granting a monetary order for unpaid rent. They also seek repayment of the cost of the dispute resolution filing fee. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on March 15, 2021.

The landlord did not attend the hearing, although I left the teleconference hearing connection open until 1:41 p.m. to enable the parties to call in to this teleconference hearing scheduled for 1:30 p.m.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed throughout the duration of the call that the landlord was not in attendance.

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 hearing in the absence of that party or dismiss the application without leave to reapply.

The tenant who called in acknowledged that there is an outstanding amount of past rent owing. They pledged to communicate with the landlord to discuss payment of the arrears. They set out the circumstances of their employment which had changed recently, as well as a change in personal circumstances that would enable them to pay past amounts owing. The tenant was open and transparent in the hearing about wanting to make amends for past amounts owing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

Conclusion

As the applicant did not attend to present their application, I dismiss the landlord's application in its entirety, with leave to reapply. While I have provided leave to re-apply, it does not extend to any applicable time limits under the *Act* and I made no legal findings on the merits of the dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 15, 2021

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Residential Tenancy Branch