



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the Landlord: OPR, MNRL-S, MNDCL-S, FFL

For the Tenant: CNR-MT, MNDCT, LRE, RR, MNRT, RP, OLC, FFT

### Introduction

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

The Landlords filed a claim for:

- an order of possession for unpaid rent, further to having served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent dated February 10, 2021 (“10 Day Notice”);
- a monetary order for unpaid rent under the Act; and
- recovery of their \$100.00 Application filing fee.

The Tenant filed a claim for:

- more time to apply to cancel the 10 Day Notice;
- an Order to cancel the 10 Day Notice;
- a monetary order for damage or compensation under the Act;
- an Order to suspend or restrict the Landlord’s right to enter;
- an Order to reduce the rent for repairs, services or facilities agreed upon, but not provided;
- a monetary order for the cost of emergency repairs;
- an Order for repairs to the unit, or property, having contacted the Landlords in writing to make repairs, but they have not been completed;
- an Order for the Landlord to Comply with the Act or tenancy agreement; and
- recovery of her \$100.00 Application filing fee.

The Landlord, B.P., his son, J.P., and an agent for the Landlord, S.M. (the “Agent”),

appeared at the teleconference hearing. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 15 minutes and was monitored throughout this time. The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing on March 4, 2021; however, the Tenant did not attend the teleconference hearing scheduled for May 28, 2021 at 11:00 a.m. (Pacific Time). The phone line remained open for over 15 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlord, his son, and his Agent, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Landlord, his son, and his Agent.

Rule 7.1 of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules") states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Landlord 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 May 28, 2021, as scheduled.

Rule 7.3 states 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, with or without leave to reapply. The teleconference line remained open for over 15 minutes; however, neither the Applicant nor an agent acting on her behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Tenant's Application wholly without leave to reapply.**

At the onset of the hearing, the Agent advised me that the Parties had come to an agreement as to ending the tenancy. He said they had agreed that the Tenant could continue living there until June 30, 2021, as long as she paid her June rent by June 06, 2021. However, the Landlord still seeks an **order of possession, in case** the Tenant does not pay her June rent by June 06, 2021, or in case she does not vacate the rental unit by June 30, 2021.

Further, the Landlord said that the Tenant has not paid her rent of \$2,400.00 per month for February through May 2021, and that he seeks the monetary order for which he applied for the amount owing to the end of May 2021, which he said was \$9,600.00.

The Landlord confirmed that the tenancy agreement requires the Tenant to pay the Landlord \$2,400.00 every month in rent by the first day of the month. He acknowledged that the Tenant paid the Landlord a security deposit of \$1,200.00 and a \$400.00 pet

damage deposit.

Accordingly, I find that the undisputed evidence before me is that the Tenant owes the Landlord \$9,600.00 in unpaid rent from February 1, 2021 through May 31, 2021. Therefore, and pursuant to sections 26 and 67 of the Act, I award the Landlord with **\$9,600.00** from the Tenant for unpaid rent owing. I also award the Landlord with recovery of the **\$100.00** Application filing fee pursuant to section 72 of the Act, for a total monetary award of \$9,700.00.

Pursuant to section 72(2)(b) of the Act, I authorize the Landlord to retain the Tenant's \$1,200.00 security deposit and \$400.00 pet damage deposit in partial satisfaction of this award. The Landlord is granted a monetary order for the remaining amount owing by the Tenant to the Landlord in unpaid rent of **\$8,100.00**, pursuant to section 67 of the Act.

### Conclusion

The Tenant's application is dismissed without leave to reapply, as the Tenant failed to attend the teleconference hearing to present the merits of her case.

Based on the Agent's explanation of discussions and agreements he had with the Tenant on the Landlord's behalf, and pursuant to section 55 of the Act, I award the Landlord with an Order of Possession, **effective two days after it is served** on the Tenant.

The Landlord is **authorized to serve this Order of Possession only if** the Tenant fails to pay her June 2021 rent owing by June 6, 2021 or if the Tenant fails to vacate the rental unit by June 30, 2021.

The Landlord is also awarded \$9,600.00 in unpaid rent from the Tenant, plus recovery of the \$100.00 Application filing fee for a total award of \$9,700.00. The Landlord is authorized to retain the Tenant's \$1,200.00 security deposit and \$400.00 pet damage deposit in partial satisfaction of the monetary award. The Landlord is granted a Monetary Order of **\$8,100.00** for the remaining award owing by the Tenant to the Landlord in unpaid rent.

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: May 30, 2021

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Residential Tenancy Branch