



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0986305 BC LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

On April 7, 2021, the Landlord applied for a Direct Request proceeding seeking an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") pursuant to Section 46 of the *Residential Tenancy Act* (the "Act"), seeking a Monetary Order for unpaid rent pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On May 7, 2021, the Landlord's Application was set down for a Dispute Resolution Proceeding on August 30, 2021 at 11:00 AM.

The Landlord did not attend at any point during the 11-minute teleconference. However, the Tenant and K.M., his advocate, did attend the hearing. At the outset of the hearing, I informed the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. They acknowledged these terms. As well, all in attendance provided a solemn affirmation.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession for unpaid rent?
- Is the Landlord entitled to monetary compensation for unpaid rent?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

This hearing was scheduled to commence via teleconference at 11:00 AM on August 30, 2021.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

I dialed into the teleconference at 11:00 AM and monitored the teleconference until 11:11 AM. The Tenant and his advocate were the only parties that dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Tenant was the only other party who had called into this teleconference.

Analysis

The onus is on the party issuing the Notice to substantiate the reasons for service of the Notice. As the Landlord has not appeared at the hearing, I am not satisfied that the Landlord has properly substantiated the grounds for ending the tenancy, and I find that the Application for Dispute Resolution has been abandoned. As such, I am not satisfied of the validity of the Notice. The Notice of March 5, 2021 is of no force and effect.

Conclusion

Based on the above, I dismiss the Application for Dispute Resolution without leave to reapply. In addition, I hereby Order that the 10 Day Notice to End Tenancy for Unpaid Rent of March 5, 2021 to be cancelled and of no force or effect.

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: August 30, 2021

Residential Tenancy Branch