



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OPR-DR, MNR-DR**

### Introduction

This hearing dealt with the Landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. An Order of Possession for a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities (the "10 Day Notice") pursuant to Sections 46, 55 and 62 of the Act; and,
2. A Monetary Order to recover money for unpaid rent pursuant to Sections 26, 46 and 67 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent attended the hearing a few minutes past the appointed date and time and provided affirmed testimony. The Tenant did not attend the hearing. 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 Landlord's Agent and I were the only ones who had called into this teleconference. The Landlord's Agent was given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised the Landlord's Agent that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. The Landlord's Agent testified that she was not recording this dispute resolution hearing.

The Landlord personally served the 10 Day Notice on September 2, 2022. The Landlord uploaded a Proof of Service form #RTB-34 executed by the Tenant attesting to service. I find that the 10 Day Notice was served on the Tenant on September 2, 2022 pursuant to Section 88(a) of the Act.

The Landlord personally served the Tenant with the Notice of Dispute Resolution Proceeding package for this hearing on October 29, 2022 (the “NoDRP package”). The Landlord uploaded a Proof of Service form #RTB-34 executed by the Tenant attesting to service. I find that the Tenant was served with the NoDRP package for this hearing on October 29, 2022, in accordance with Section 89(1)(a) of the Act.

### Issues to be Decided

1. Is the Landlord entitled to an Order of Possession for the 10 Day Notice?
2. Is the Landlord entitled to a Monetary Order to recover money for unpaid rent?

### Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord’s Agent confirmed that this tenancy began as a fixed term tenancy on April 30, 2021. The fixed term was to end on April 30, 2023. Monthly rent is \$3,900.00 payable on the first day of each month. A security deposit of \$1,950.00 was collected at the start of the tenancy and is still held by the Landlord.

The Landlord’s Agent’s telephone line was noisy, and off and on connected. She asked at 9:44 a.m. if she could call back on another line. I confirmed this was possible and waited for her to call back in. By 10:00 a.m., the Landlord’s Agent had not called back in. I ended the hearing.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Rules 7.1 and 7.3 of the Rules of Procedure provide as follows:

**7.1 Commencement of the dispute resolution hearing:** The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

**7.3 Consequences of not attending the hearing:** If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Landlord's Agent did not call back into the hearing, and in the absence of any evidence or submissions from either party, I order the application dismissed with leave to re-apply. I make no findings on the merits of the matter.

### Conclusion

The Landlord's application is dismissed with leave to re-apply. This dismissal does not extend any time limitation that may apply under the Act.

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: December 01, 2022

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Residential Tenancy Branch