



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FFT
 CNL-MT, FFT

Introduction

This hearing convened as a result of two Applications for Dispute Resolution filed by the Tenant on September 27, 2022 and October 27, 2022 respectively. In the Application filed September 27, 2022 the Tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid rent issued September 24, 2022 (the “10 Day Notice”) and in the October 27, 2022 Application the Tenant sought to cancel a 2 Month Notice to End Tenancy for Landlord’s Use (the “2 Month Notice”) as well as more time to make such an application. In both applications the Tenant sought to recover the \$100.00 filing fee.

The hearing of the Tenant’s Applications was scheduled for teleconference at 9:30 a.m. on December 13, 2022. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent Landlord and his spouse P.T. The Tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:48 a.m. 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 and I were the only ones who had called into this teleconference.

The Landlord testified that the Tenant vacated the rental approximately a week prior to the hearing. The Landlord also testified that the Tenant failed to pay the \$1,575.00 monthly rent for the months August, September, October, November and December for a total of \$7,875.00 outstanding.

Analysis and Conclusion

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rules 7.1, 7.3 and 7.4 address the requirement of a party to call into the teleconference hearing and read as follows:

7.1 Commencement of Hearing

The hearing must commence at the scheduled time unless otherwise decided 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.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

As the Tenant did not call into the hearing by 9:48 a.m., and the Landlord appeared and was ready to proceed, **I dismiss the Tenant's claim without leave to reapply.**

Section 55 of the *Residential Tenancy Act* provides as follows:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

(1.1) If an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [*landlord's notice: non-payment of rent*], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent.

I have reviewed the Notice and confirm it complies with section 52 of the *Act*. As the Tenant has vacated the rental unit an Order of Possession is not required.

I accept the Landlord's testimony as to the rent due as of the time of the hearing; as such, I also award the Landlord a monetary compensation in the amount of \$7,875.00. Pursuant to section 72 of the *Act* I authorize the Landlord to retain the Tenant's \$750.00 security deposit and \$750.00 pet damage deposit towards the amount owed and I grant the Landlord a Monetary Order for the balance due in the amount of **\$6,375.00**. This Order must also be served on the Tenant and may be enforced in the B.C. Provincial Court.

This Decision is final and binding on the parties, except as 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: December 13, 2022

Residential Tenancy Branch