



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR-MT

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on August 19, 2022, wherein the Tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent issued on August 9, 2022 (the "Notice") as well more time to make such an Application.

The hearing was scheduled for 9:30 a.m. on December 20, 2022. The line remained open while the phone system was monitored and the only participants who called into the hearing during this time were the Landlord's representatives A.M. and M.L.

The Tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:44 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's Residential Service Coordinator, A.M., provided affirmed testimony with respect to this tenancy, service of the Notice, and the amounts owing for rent and N.S.F. fees.

### Issues to be Decided

1. Is the Tenant entitled to the relief sought?
2. Should the Tenant's application be dismissed, is the Landlord entitled to an Order of Possession and monetary compensation from the Tenant?

### Background and Evidence

A.M. testified that this tenancy began November 1, 2019. Monthly rent was originally \$900.00 and has been raised to \$914.00 at the current time. A.M. also testified that the Tenant paid a security deposit in the amount of \$450.00 and a pet damage deposit of \$450.00.

A copy of the Notice was provided in evidence before me. The Notice indicated that the sum of \$929.00 was outstanding as of August 1, 2022. The Notice also informed the Tenant that she had five days in which to pay the outstanding rent or apply to dispute the Notice.

A.M. confirmed that the Landlord issued the Notice on August 9, 2022. She testified that the Notice was posted to the rental unit door on August 9, 2022.

The Tenant applied for dispute resolution on August 19, 2022. In her Application she also asked for more time to make this application as she applied outside the five day requirement.

A.M. stated that the Tenant's rent is partially subsidized and that portion, \$450.00, has been paid monthly. A.M. testified that the Tenant has failed to pay her portion of her rent since August 2022. She confirmed that currently the Tenant owes a total of \$2,885.00 which represents \$504.00 per month (her portion) for August-December 2022, as well as \$265.00 owing pursuant to a repayment plan and \$100.00 for four N.S.F. charges in the amount of \$25.00 per charge.

### 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 9:44 a.m., and the Landlord's representatives appeared and were 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 I have dismissed the Tenant's Application, I grant the Landlord an Order of Possession effective **two days** after service upon the Tenant. This Order must be served on the Tenant and may be enforced in the Supreme Court of British Columbia.

I accept the A.M.'s testimony as to the amounts due as of the time of the hearing; as such, I also award the Landlord a Monetary Order for the amount of **\$2,885.00** representing the amounts owing from the Tenant to the Landlord for unpaid rent, as well as N.S.F. fees. 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 20, 2022

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Residential Tenancy Branch