



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 510 MOODY PARK RENTALS  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNDCT, RR, RP, PSF, OLC, FFT  
OPR-DR, MNR-DR, FFL

### Introduction

This hearing convened as a result of Cross Applications. In the Tenant's Application filed on August 8, 2022 the Tenant sought the following relief:

- an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on August 4, 2022 (the "Notice");
- an Order that the Landlord:
  - make repairs, emergency and otherwise to the rental unit;
  - provide services or facilities as required by law;
  - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement.
- an Order permitting the Tenant to reduce their rent for the cost of repairs;
- monetary compensation from the Landlord; and
- recovery of the filing fee

In the Landlord's Application filed on August 19, 2022 the Landlord sought an Order of Possession and monetary compensation based on the Notice as well as recovery of the filing fee.

The hearing was scheduled for 1:30 p.m. on January 6, 2023. The line remained open while the phone system was monitored for ten minutes and the only participants who called into the hearing during this time was the Respondent Landlord's agents, K.C. and D.C. The Tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:46 p.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's agents and I were the only ones who had called into this teleconference.

### 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 1:46 p.m., and the Landlord's agents appeared and were ready to proceed, **I dismiss the Tenant's claim without leave to reapply.** This includes dismissing the Tenant's request that I cancel the Notice.

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 Landlord's agent's testimony as to the rent due as of the time of the hearing; as such, I also award the Landlord monetary compensation for unpaid rent in the amount of \$10,950.00 representing unpaid rent for August, September, October, November and December of 2022, as well as unpaid rent for January 2023. I also award the Landlord recovery of the filing fee for a total of \$11,950.00 in compensation.

Pursuant to section 72 of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$912.00 and the pet damage deposit of \$912.00 and I grant the Landlord a Monetary Order for the balance due in the amount of **\$9,226.00**. This Order must also be served on the Tenant and may be enforced in the B.C. Provincial Court.

The Landlord is at liberty to reapply for further monetary compensation from the Tenant, including but not limited to late fees, increased rent, and other losses relating to this tenancy.

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: January 06, 2023

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Residential Tenancy Branch