



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR-MT, CNMN, RR, RP, LRE, OLC, FFT

Introduction

This hearing dealt with the Tenant's application for Dispute Resolution was made on January 9, 2023. The Tenant applied to cancel a 10-Day Notice to End Tenancy for Unpaid Rent, for more time to file to dispute the Notice, to request a rent reduction for repairs, services or facilities agreed upon but not provided, for an order that repairs made to the unit, site or property, for an order to suspend or set conditions on the landlord's right to enter the rental unit, for an order that landlord to comply with the Act, regulation and/or the tenancy agreement and to recover their filing fee. The matter was set for a conference call.

The Landlord attended the conference call hearing; however, the Tenant did not. As the Tenant is also an applicant in this hearing, I find that the Tenant had been duly notified of the Notice of Hearing in accordance with the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Tenant entitled to more time to file to dispute the Notice?
- Should the 10-Day Notice dated January 5, 2023, be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?
- Is the tenant entitled to a rent reduction for repairs, services or facilities agreed upon but not provided?
- Is the tenant entitled to an order that repairs made to the unit, site or property?

- Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?
- Should the Landlord be ordered comply with the Act, regulation and/or the tenancy agreement?
- Is the tenant entitled to recover their filing fee?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement recorded that the tenancy began on May 20, 2022, and that rent in the amount of \$3,30.00 is to be paid by the first day of each month. The tenancy agreement recorded that a security deposit of \$1,650.00 and a pet damage deposit of \$1,650.00 was paid to the Landlord for this tenancy; however, during these proceedings, the Landlord testified that only the security deposit of \$1,650.00 was collected by the Landlord for this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

This hearing was scheduled for a teleconference hearing on this date.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. Rule 7.3 of the Rules of Procedure stipulates that an 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.

This hearing was scheduled to commence at 11:00 a.m. on May 5, 2023. I called into the teleconference at 11:00 a.m.; 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 Landlord. Therefore, as the Tenant did not attend the hearing by 11:11 a.m. and the Landlord appeared and was ready to proceed, I dismiss the Tenant's application without leave to reapply.

The 10-Day Notice recorded that the Tenant was served with the Notice on January 5, 2023, by posting a copy of the Notice to the front door of the rental unit. The 10-Day Notice recorded an effective date of January 18, 2023, and an outstanding rent amount of \$3,300.00. The Notice informed the Tenant of the right to dispute the Notice within 10

days after receiving it. The Landlord submitted a copy of the Notice into documentary evidence.

The Landlord testified that the Tenant moved out of the rental unit on April 15, 2023, but that as of the date of these proceedings, the Tenant had not paid the full outstanding rent for January 1, 2023, as indicated on the Notice to end tenancy.

The Landlord also testified that the Tenant had not paid the rent for February, March, and April 2023 and that there was also a \$2,000.00 due in unpaid rent for December 2022, for this tenancy.

The Landlord is requesting that their Notice be enforced and that they be granted a monetary order of the unpaid rent for this tenancy.

Analysis

Based on the above, the oral testimony and the documentary evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant received the Notice on January 8, 2023, three days after it was posted to the front door of the rental unit, and that they did apply to dispute the Notice. This matter was set for hearing by telephone conference call at 11:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing was the Landlord.

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

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

7.3 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 Tenant did not attend these proceedings, I find that the Tenant's Application for Dispute Resolution has been abandoned.

I accept the Landlord's testimony that this tenancy ended on April 15, 2023, the date the Tenant move-out and returned the rental unit to the Landlord.

I also accept the undisputed testimony of the Landlord that the Tenant has not paid the outstanding rent for this tenancy. I find that the Landlord has proven their entitlement to a monetary **award** in the amount of **\$15,200.00** in outstanding rent, consisting of \$2,000.00 for December 2022, \$3,300.00 for January 2023, \$3,300.00 for February 2023, \$3,300.00 for March 2023 and \$3,300.00 for April 2023. I grant the Landlord permission to retain the security deposit they are holding for this tenancy in partial satisfaction of this award.

I grant the Landlord a monetary order in the amount of \$13,550.00; consisting of \$15,200.0 in unpaid rent, less the security deposit of \$1,650.00 that the Landlord is holding for this tenancy.

Conclusion

I grant the Landlord a **Monetary Order** in the amount of **\$13,550.00**. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: May 5, 2023

Residential Tenancy Branch