



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Associated Property Management (2001)
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (“Application”) by the Tenant seeking remedy under the *Residential Tenancy Act* (“Act”) for an Order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated July 10, 2020 (“10 Day Notice”); and to recover the \$100.00 cost of his Application filing fee.

The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing on July 14, 2020; however, the Tenant did not attend the teleconference hearing scheduled for August 20, 2020 at 11:00 a.m. (Pacific Time). The phone line remained open for 12 minutes and was monitored throughout this time. The only persons to call into the hearing were the respondent owner, S.D., and the Landlord’s agent, A.O. (“Agent”), who indicated that they were ready to proceed.

At the outset of the hearing, I asked the Agent for the name of the company managing the property for the Landlord in this matter. The Landlord identified on the Application was not a legal entity and was different than that in the tenancy agreement. The Agent advised me of the property management company representing the owner, so I have amended the Respondent’s name in the Application, pursuant to section 64(3)(c) of the Act and Rule 4.2 of the Residential Tenancy Branch Rules of Procedure (“Rules”).

Rule 7.1 states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondents and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 11:00 a.m. on August 20, 2020, as scheduled.

Rule 7.3 states that 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 reapply. The teleconference line remained open for 12 minutes, however, neither the Applicant nor an agent acting on his behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Tenant's Application without leave to reapply.**

Ordinarily, a landlord in this situation would be entitled to an order of possession. However, on March 25, 2020, the Provincial Government issued a media release indicating that there would be a moratorium on evictions in British Columbia, as a result of the Covid-19 pandemic. As an Arbitrator with delegated authority under the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act*, I am obligated to make my decisions according to the *Act(s)* and Regulations, as they read on the date of the hearing.

Pursuant to sections 3(1) and 4 of *Ministerial Order M089*, a landlord must not give a tenant a notice to end tenancy during the period in which this Order is in effect. Accordingly, I do not have the authority to grant the Landlord an order of possession, based on the dismissal of the Tenant's Application to cancel the 10 Day Notice.

However, **the Tenant is cautioned** that this *Ministerial Order M089* does not entitle a tenant to refuse to pay rent during the relevant times, and that a landlord may give a tenant a repayment plan for unpaid affected rent in the near future. Further, the moratorium on evictions will come to an end shortly, as well. Please contact the Residential Tenancy Branch for more information on these matters.

Conclusion

The Tenant's Application is dismissed without leave to reapply, as the Tenant or an Agent for the Tenant did not attend the hearing to present the merits of the Application. The Respondent Landlord did attend the hearing.

This Decision does not extend any applicable time limits under the Act.

This Decision will be emailed to the address provided by the Landlord during the hearing, and to the email address provided by the Tenant in the Application.

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: August 20, 2020

Residential Tenancy Branch