



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR-MT

### Introduction, Preliminary and Procedural Matters –

This telephone conference call hearing was convened as the result of the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord and an order extending the time to file an application disputing the Notice issued by the landlord.

The hearing began as scheduled at 11:00 a.m. Pacific Time on Friday, January 7, 2022, and the telephone system remained open and was monitored for 15 minutes.

During this time, the applicant/tenant did not dial into the telephone conference call hearing; however, the landlord and the landlord's agent (agent) were present and ready to proceed with the hearing.

The agent was affirmed and provided their testimony. The agent said the tenancy ended on December 21, 2021, when the tenant vacated the rental unit.

Rules 7.3 and 7.4 of the Residential Tenancy Branch (RTB) Rules of Procedure provides as follows:

### **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.

Accordingly, in the absence of any evidence or submissions from the tenant at the hearing, **I order the application dismissed, without leave to reapply.**

As the tenancy has ended, an order of possession of the rental unit for the landlord was not necessary.

Neither the tenant nor the landlord filed a copy of the Notice for the original dispute. The tenant's advocate subsequently filed an amendment to the application, seeking cancellation of a One Month Notice to End Tenancy for Cause. The amendment was not administratively linked to the original application. The One Month Notice was filed, but the copy was not legible. The tenant's advocate also filed a copy of the 10 Day Notice with the amendment.

While the Notice form is on the standard RTB form, the landlord listed only the first name of the tenant and did not list any amount of unpaid rent owed. I therefore find this Notice is not valid.

For this reason, I decline to grant the landlord a monetary order for unpaid rent under Section 55(1.1) of the Act.

The landlord is at liberty to make their own application for dispute resolution seeking monetary compensation from the tenant for unpaid rent.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: January 7, 2022

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Residential Tenancy Branch