

## **DECISION**

Dispute Codes      OPC FF  
                         CNC MNSD MT FF O

### **Introduction**

This hearing dealt with cross applications for Dispute Resolution filed by the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession for Cause and to recover the cost of the filing fee from the Tenants for this application.

The Tenants filed seeking an Order to cancel the notice to end tenancy for Cause, to request to allow the Tenants more time to make their application to cancel the Notice to End Tenancy, for the return of their pet and or security deposit, other requests, and to recover the cost of the filing fee from the Landlord for this application.

The Landlord attended the conference call hearing however no one attended on behalf of the Tenants.

### **Issue(s) to be Decided**

Is the Landlord entitled to an Order of Possession under section 55 of the *Residential Tenancy Act*?

Are the Tenants entitled to an Order to allow them more time to make application to cancel a Notice to End tenancy under section 66 of the *Residential Tenancy Act*?

Are the Tenants entitled to an Order to Cancel a Notice to End Tenancy for cause under section 47 of the *Residential Tenancy Act*?

Are the Tenants entitled to an Order for the return of their security and or pet deposits and other reasons, under sections 38 and 67 of the *Residential Tenancy Act*?

### **Background and Evidence**

The Landlord attended and confirmed that he was advised on approximately March 8, 2010, by a neighbouring tenant, that the Tenants vacated the rental unit in early March 2010. The Landlord stated that he entered the rental unit and found it abandoned except for a broken T.V. and some cleaning supplies. The Landlord argued he

proceeded with having the locks changed and later found out the Tenants returned, broke down the door to enter the rental unit, caused excessive damage to the unit, and then were upset because they had paid the Landlord the full month's rent for March 2010.

The Landlord confirmed that he was paid the full rent for March 2010 and that the police were called to assist in removing the Tenants from the building. The Landlord stated the police brokered a settlement between the Landlord and the Tenants whereby the Landlord would refund the Tenants their \$362.50 and the Landlord would keep the \$100.00 pet deposit as payment for the damages caused by the Tenants' dogs.

The Landlord argued that he was not able to get this agreement in writing because the police were the ones who dealt directly with the Tenants to assist in keeping the peace and that he wrote the Tenants the cheque for \$362.50 on March 15, 2010.

The Landlord confirmed he has regained possession of the rental unit and so he no longer required an Order of Possession.

### Analysis

All of the testimony and documentary evidence was carefully considered.

### **Landlord's Application**

The evidence supports the Landlord no longer requires an Order of Possession.

In this case I find the Landlord is entitled to recover the cost of the \$50.00 filing fee, as this matter may not have been resolved without his application.

In response to the Landlord's testimony of damages or losses today's hearing was convened to hear the Landlord's request for an Order of Possession and not a request for a monetary order for damages. Based on the aforementioned the Landlord is at liberty to make a separate application for damages or losses if he wishes to pursue the Tenants for these costs.

### **Tenants' Application**

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing. In the absence of the applicant Tenants, the telephone line remained open while the phone system was monitored for

ten minutes and no one on behalf of the applicant Tenants called into the hearing during this time. Based on the aforementioned I find that the Tenants have failed to present the merits of their application and therefore the application is dismissed, without leave to reapply.

### Conclusion

A copy of the Landlord's decision will be accompanied by a Monetary Order for **\$50.00**. The order must be served on the respondent Tenants and is enforceable through the Provincial Court 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: March 31, 2010.

---

Dispute Resolution Officer