



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Fireside Property Group Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; to keep the security deposit; and to recover the cost of the filing fee from the Tenant.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agent LO testified that the Tenant was handed the Notice of Hearing documents at the rental unit on February 21, 2013, at 6:00 p.m. The Landlord provided a copy of a proof of service document in evidence, which indicates that the Tenant was served with the Notice to End Tenancy in person on February 21, 2013. The Landlord's agent stated that there was a typographical error on the proof of service document and that it was actually the Notice of Hearing documents that were served on that day. The Landlord's agent JT corroborated this testimony.

Based on the affirmed testimony of the Landlord's agents and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Preliminary Matters

The Landlord's agent JT (hereafter referred to as "JT") testified that the Tenant moved out of the rental unit on February 28, 2013. She stated that the parties had reached a written agreement that the Landlord could apply the Tenant's security deposit towards unpaid rent and that the Tenant would pay \$75.00 per month until the remaining \$400.00 was paid in full. The Landlord provided a copy of the written agreement in evidence.

JT asked to withdraw her application under the circumstances, and sought confirmation that the Landlord could re-apply if the Tenant did not abide by the agreement.

I allowed the Landlord to withdraw its application. The Landlord may re-apply.

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 15, 2013

Residential Tenancy Branch

