



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, FF, O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for cause and for breach of a material term of the residential tenancy agreement signed by the parties pursuant to section 55;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72; and
- other unspecified remedies.

The tenant did not attend this hearing, although I waited until 11:18 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that on March 30, 2013, the tenant sent her an emailed notice to end her tenancy on or before May 18, 2013. The landlord testified that she handed the tenant a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on April 2, 2013, seeking an end to this tenancy by May 31, 2013. The landlord entered into written evidence a copy of her 1 Month Notice. I am satisfied that the landlord served her 1 Month Notice to the tenant in accordance with the *Act*.

The landlord testified that she sent the tenant a copy of her dispute resolution hearing package by registered mail on April 16, 2013. She provided the Canada Post Tracking Number to confirm this registered mailing. The landlord also left a copy of her hearing package with the receptionist at the tenant's place of business, who assured her that she would hand the package to the tenant. Pursuant to sections 89 and 90 of the *Act*, I am satisfied that the tenant was deemed served with the hearing package sent by the landlord by registered mail on April 21, 2013, the fifth day after its mailing.

At the commencement of the hearing, the landlord testified that she had visited the rental unit the previous day and discovered that the tenant has vacated the rental unit.

As the landlord now has possession of the rental unit, she said that she no longer needed an Order of Possession. The landlord's application for an Order of Possession is withdrawn because the tenant abandoned the rental unit without proper notice and without handing her keys to the landlord.

At the hearing, the landlord requested the recovery of her filing fee from the tenant.

Issues(s) to be Decided

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy commenced on February 1, 2013. Monthly rent is set at \$2,600.00, payable in advance by the first of the month, plus utilities. The landlord continues to hold the tenant's \$1,300.00 security deposit and \$1,300.00 pet damage deposit paid prior to this tenancy commencing.

Analysis

I find that the tenant's attempt to end her fixed term tenancy by way of an emailed letter identifying a mid-month end date for her tenancy was not in accordance with the *Act*. The landlord submitted extensive undisputed evidence identifying why the landlord issued the 1 Month Notice.

Since the landlord's application would not have been necessary had the tenant complied with the requirements of the *Act*, I find that the landlord is entitled to recover her \$50.00 filing fee from the tenant.

Conclusion

The landlord's application for an Order of Possession is withdrawn as the tenant abandoned this tenancy.

I allow the landlord to recover her \$50.00 filing fee for her application from the tenant. To implement this decision, I order the landlord to retain \$50.00 from the tenant's security deposit. The remaining value of the tenant's security deposit for this tenancy held by the landlord is reduced from \$1,300.00 to \$1,250.00. This decision does not affect the remaining pet damage deposit for this tenancy held by the landlord.

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 24, 2013

Residential Tenancy Branch

