



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNC, FF
Landlord: OPC, FF

Introduction

This matter was set for hearing at 01:30 p.m. on this date to hear *the tenant's application* disputing a One Month Notice to End Tenancy for Cause, **and** *the landlord's application* for an Order of Possession. Both parties applied to recover the filing fee.

The landlord appeared in the conference call hearing, but the tenant did not. As a result, as the tenant did not appear in the hearing, **I dismissed** the tenant's application without leave to reapply. The landlord testified that on the morning of today's date the tenant returned the keys to the rental unit and has vacated.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord provided evidence that the tenancy started March 01, 2013. At the start of the tenancy the landlord collected a security deposit of \$425.00 which they retain in trust.

The landlord testified they gave the tenant a 1 month Notice to End Tenancy for Cause on January 31, 2014 with an effective date of February 28, 2014. The tenant applied to dispute the Notice; however the tenant vacated on today's date. The landlord testified the tenant gave the landlord cause to think the tenant was staying in the rental unit and would support their application disputing the Notice to End, but instead the tenant vacated one month after the effective date of the Notice to End without Notice they were vacating.

Analysis

The tenant and an applicant in this matter failed to appear for a scheduled Dispute Resolution hearing and as a result their application to set aside a One Month Notice to End Tenancy for Cause has been preliminarily **dismissed** without leave to reapply.

The landlord has effectively regained possession of the rental unit; therefore an Order of Possession for the landlord is not required. I find that despite this fact, the landlord has pursued their application in good faith in response to the tenant's application - which they did not attend to support. I find the landlord is entitled to recover their filing fee for this matter in the amount of \$50.00.

Conclusion

The tenant's application disputing a One Month Notice to End Tenancy with an effective date of February 28, 2014 has been **dismissed** without leave to re-apply.

I Order that the landlord may retain **\$50.00** from the tenant's security deposit in full satisfaction of their award for recovery of their filing fee.

This Decision and Order is final and binding on both parties.

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, 2014

Residential Tenancy Branch

