



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

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

- an Order of Possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The tenant did not attend this hearing, although it lasted approximately 8 minutes in length. The landlord's agent, MA ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord's agent, SR, attended the hearing but did not provide any testimony.

The landlord testified that she served the tenant with a 10 Day Notice, dated November 6, 2014, by posting it to the door of the tenant's rental unit on November 6, 2014. In accordance with sections 88 and 90 of the Act, I find that the tenant was deemed served with the 10 Day Notice on November 9, 2014, three days after its posting.

The landlord testified that she served the tenant with her application for dispute resolution hearing package ("Application") on November 26, 2014, by way of registered mail. The landlord testified that the tenant did not pick up the registered mail package. In accordance with sections 89 and 90 of the Act, I find that the tenant was deemed served with the Application on December 1, 2014, five days after its registered mailing.

### Background and Evidence

The landlord testified that this tenancy began on June 1, 2014, for a fixed term ending on May 31, 2015, after which it transitions to a month to month tenancy. Monthly rent in the amount of \$880.00 is payable on the first day of each month. A security deposit of \$440.00 was paid by the tenant for this tenancy, and the landlord continues to retain this security deposit.

At the outset of the hearing, the landlord testified that she had reached an agreement with the tenant, prior to this hearing date. She could not recall the exact date of the agreement. The landlord advised that she was continuing the tenancy and that all outstanding rental amounts had been paid by the tenant. She stated that she was withdrawing all of the claims sought in her Application, with the exception of recovering the filing fee.

### Conclusion

This dispute was resolved by agreement between the landlord and tenant prior to the hearing. The landlord withdrew her entire Application at the hearing and no findings were made on the merits of this case. Therefore, I decline the landlord's request to recover the filing fee paid for this Application. The landlord must bear the cost of the filing fee.

The landlord's Application for an order of possession for unpaid rent, a monetary order for unpaid rent and to retain the tenant's security deposit in partial satisfaction of the monetary order, is withdrawn.

This tenancy continues until it is ended in accordance with the *Act*.

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: December 22, 2014

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Residential Tenancy Branch

