



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC MNSD MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on April 8, 2015, seeking to obtain an Order of Possession for cause and a Monetary Order to keep all or part of the security and or pet deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; and to recover the cost of the filing fee from the Tenant for this application.

The hearing was conducted via teleconference and was attended by the Landlord who gave affirmed testimony that he personally served the Tenant with copies of his application, evidence, and notice of hearing documents on April 8, 2015. No one attended the hearing on behalf of the Tenant. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding and I continued in absence of the Tenant.

### Issue(s) to be Decided

1. Is the Tenant still occupying the rental unit?
2. Does the Landlord wish to proceed with his monetary claim?

### Background and Evidence

The Landlord submitted evidence that the Tenant entered into a fixed term tenancy that began on September 1, 2013 and was initially scheduled to end on November 30, 2013. The fixed term was extended until December 31, 2014 after which the tenancy continued on a month to month basis. Rent of \$480.00 was due on or before the first of each month and on August 27, 2013 the Tenant paid \$240.00, as the security deposit.

The Landlord testified that the Tenant vacated the rental unit as of April 15, 2015; therefore, he no longer required an Order of Possession. After a brief discussion the Landlord requested to withdraw his claim for monetary compensation at this time, with leave to reapply in the future.

### Analysis

Section 44(1)(d) of the *Act* stipulates that tenancy ends on the date the tenant vacates or abandons the rental unit.

The evidence was the Landlord regained possession of the rental unit when the Tenant vacated the unit on April 15, 2015. Therefore, this tenancy ended on April 15, 2015, pursuant to section 44(1)(d) of the *Act*, seven days after the Landlord served the Tenant Notice of this proceeding. Accordingly, the Landlord no longer required an Order of Possession be issued.

The Landlord withdrew his application for monetary compensation, with leave to reapply.

As the Tenant remained in possession of the unit, until after he was served with notice of this proceeding, I find the Landlord has succeeded with their application for the purpose of regaining possession of the rental unit. Therefore, I award the Landlord recovery of the **\$50.00** filing fee, pursuant to section 72(1) of the *Act*.

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### Conclusion

The Landlord has regained possession of the rental unit and withdrew his request for monetary compensation, with leave to reapply.

The Landlord may deduct the one time award of **\$50.00** from the Tenant's security deposit, as recovery of the filing fee.

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 15, 2015

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Residential Tenancy Branch

