



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TWIN RIVERS MOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPE, FF (Landlord's Application)
 CNR (Tenant's Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenant and the Landlord.

The Tenant applied on December 9, 2015 against the Landlord and the company Landlord to cancel a notice to end tenancy for unpaid rent. The Landlord applied on January 8, 2016 for an Order of Possession because the Tenant's employment had been ended, and to recover the filing fee.

Preliminary Findings

The Tenant appeared on time for the scheduled hearing at 9:00 a.m. and provided affirmed testimony. The Tenant testified that she had personally served the Landlord with a copy of the Application and the Notice of Hearing documents. The Tenant confirmed receipt of the Landlord's Application. The Tenant testified that she had vacated the rental suite the day before the date of this hearing. Therefore, I informed the Tenant that as she had vacated the rental unit, her Application to cancel the notice to end tenancy for unpaid rent was now moot.

The Landlord dialed into the hearing five minutes after it had started. The Landlord explained that the access codes he was provided did not work. As a result, I recapped with the Landlord the testimony that had been provided by the Tenant. The Landlord confirmed the Tenant had vacated the rental suite and that he no longer required an Order of Possession for the rental unit. Therefore, the Landlord was informed that there were no legal findings for me to make on his Application for an Order of Possession.

The Landlord was very hostile and confrontational from the onset of the hearing and became even more agitated when he was informed that he would need to make an Application and put the Tenant on notice of a monetary claim for unpaid rent. This was

not an issue before me to determine on the parties' Applications. The Landlord stated that the Residential Tenancy Branch had informed the Tenant that she could stay in the rental unit rent free and therefore, I had to take responsibility for paying the Landlord back his rental arrears. The Landlord had to be warned several times during the hearing about his hostile behaviour and questioning of me during the hearing.

When the Landlord was again informed that he was at liberty to make an Application against the Tenant to recover his rental losses, the Landlord demanded the contact information to speak to management about his complaint regarding this. As a result, I provided the Landlord with the contact information for the Residential Tenancy Branch Information Line, which is also detailed on the next page of this decision.

In relation to the Landlord's Application to recover the filing fee, I find that as the Tenant only vacated the rental unit one day prior to this hearing and therefore did not dispute the notice to end tenancy for unpaid rent, the Landlord would have had no option but to make the Application to get possession of the rental unit. Therefore, pursuant to Section 72(1) of the *Residential Tenancy Act*, I grant the Landlord a Monetary Order in the amount of \$50.00 to recover the filing fee from the Tenant. Pursuant to Section 72(2) (b), the Landlord may recover this amount from the Tenant's security deposit he may hold **or** enforce the attached Monetary Order in the Small Claims Court as an order of that court.

Conclusion

As the Tenant has now moved out of the rental unit, there are no legal findings for me to make on the parties' Applications with respect to the ending of the tenancy. Therefore, both Applications are hereby dismissed. However, the Landlord is provided with a Monetary Order to recover his 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: February 03, 2016

Residential Tenancy Branch

