



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR FF

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the landlord's application for:

- an Order of Possession pursuant to section 55 of the *Act* for unpaid rent or utilities; and
- recovery of the filing fee from the tenant, pursuant to section 72 of the *Act*.

While the landlord, represented by agent D.S. (the "landlord"), attended the hearing by way of conference call, the tenant did not. The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave undisputed sworn testimony that a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") was posted on the tenant's door on September 6, 2017. A copy of a signed and dated, proof of service document was provided to the hearing as part of the landlord's evidentiary package. I find that in accordance with sections 88 and 90 of the *Act* the 10 Day Notice was deemed to have been served on the tenant on September 9, 2017, three days after its posting.

On September 20, 2017 the landlord along with a witness posted their application for dispute resolution on the tenant's door. Pursuant to section 89 & 90 of the *Act* the tenant is found to have been served with notice of the landlord's application on September 23, 2017, three days after its posting.

Following opening remarks, then landlord said that she was no longer pursuing her order of possession as the tenant had vacated the rental unit on approximately December 4, 2017. The landlord said she was only looking to recover the filing fee from her application.

### Analysis

The tenant abandoned the property on December 4, 2017 and did not pay rent for August, September, October, November or December 2017.

As the landlord was forced to apply for dispute resolution and an Order of Possession, I find that she suffered a loss related to the filing fee.

Pursuant to section 72 of the *Act*, I allow the landlord to retain \$100.00 from the tenant's security deposit in satisfaction for a return of the filing fee. The remainder of the filing fee is to be dealt with in accordance with section 38 of the *Act*.

### Conclusion

The landlord's application for an Order of Possession is withdrawn.

The landlord may retain \$100.00 from the tenant's security deposit. The remainder of the security deposit is to be dealt with in accordance with section 38 of 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 5, 2017

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Residential Tenancy Branch