



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GOLDEN GOALS SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL, MNDL-S, OPC

### Introduction

This hearing was convened by way of conference call. The Landlord had filed an Application for Dispute Resolution on November 30, 2018 (the "Application"). The Landlord applied for an Order of Possession based on a One Month Notice to End Tenancy for Cause dated October 24, 2018 (the "Notice"). The Landlord also sought compensation for damage to the rental unit and to keep the pet and/or security deposit. The Landlord sought reimbursement for the filing fee.

I called into the hearing at 9:30 a.m. on January 17, 2019 as scheduled. Neither party had called into the hearing. I waited 10 minutes to allow the parties to call into the hearing. The Tenant called into the hearing within the 10 minutes.

The Tenant advised that the Tenants are still living at the rental unit. He said the Tenants have been evicted and are leaving January 31, 2019 at 1:00 p.m. He said he thought that was the effective date of the Order of Possession issued previously.

I have reviewed the Order of Possession issued on the previous file, the number of which is noted on the front page of this decision for reference. I note that the Order of Possession was effective December 31, 2018, at 1:00 p.m. and not January 31, 2019.

Nobody called into the hearing for the Landlord by 9:41 a.m.

Rule 7.3 of the Rules of Procedure states:

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The Landlord applied for \$1,230.00 for replacing the damaged door to the rental unit. This request is dismissed without leave to re-apply given the Landlord failed to attend the hearing and provide a basis for his application in this regard.

The Landlord applied to keep the security and/or pet deposit. This application is premature as the Tenants are still living at the rental unit and were at the time of the Application. The request to keep the security and/or pet deposit is dismissed with leave to re-apply. However, I note that the Landlord cannot re-apply for compensation for the damaged door given my decision above on that issue. The Landlord is permitted to re-apply to keep the security and/or pet deposit for any other damage or monies owed at the end of the tenancy. This decision does not extend any time limits in the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s request for an Order of Possession based on the Notice is dismissed without leave to re-apply given the Landlord failed to attend the hearing and provide a basis for this request. I note that this is likely a moot point as the Landlord has already been issued an Order of Possession in the previous file.

The Landlord’s request for the filing fee is dismissed without leave to re-apply given he failed to attend the hearing and provide a basis for the Application.

### Conclusion

The Landlord’s requests are dealt with as follows:

1. Order of Possession based on the Notice – dismissed **without** leave to re-apply
2. Compensation for damaged door – dismissed **without** leave to re-apply
3. To keep the pet and/or security deposit – dismissed **with** leave to re-apply
4. Reimbursement for the filing fee – dismissed **without** leave to re-apply

This decision does not extend any time limits set out in 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 *Act*.

Dated: January 17, 2019

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Residential Tenancy Branch