



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, OPRM-DR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on April 10, 2019 (the “Application”). The Landlord sought an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Landlord also sought to recover unpaid rent and reimbursement for the filing fee. This was originally a direct request proceeding.

The Landlord appeared at the hearing with J.A. to assist given a language barrier. J.A. also advised that he would be a witness. Nobody attended the hearing for the Tenant. I explained the hearing process to the Landlord and J.A. who did not have questions when asked. The Landlord and J.A. provided affirmed testimony.

The Landlord and J.A. advised at the outset that the Tenant had vacated the rental unit and therefore the Landlord no longer sought an Order of Possession. The Landlord still sought to recover unpaid rent.

The Landlord had submitted evidence prior to the hearing. The Tenant had not. I addressed service of the hearing package and Landlord’s evidence.

The Landlord and J.A. testified that the hearing package and evidence were served on the Tenant in person April 10, 2019. RTB records show the hearing package was not provided to the Landlord until April 17, 2019. Given this, I asked the Landlord and J.A. if any further package regarding this matter was served on the Tenant. J.A. said the Landlord recalled serving the Tenant in person on April 17, 2019 with the same documents as before to make sure he got everything. J.A. then said the Landlord could not recall what documents were served on the Tenant April 17, 2019 but is “pretty sure” she served the Application and Notice of Hearing on the Tenant. J.A. then said the

Landlord is “100% sure” she served the Application and Notice of Hearing on the Tenant. I asked about service of the evidence. J.A. then said the Landlord served the Application and Notice of Hearing on the Tenant April 18, 2019.

I told J.A. and the Landlord that I had concerns about the testimony regarding service up to this point as three different dates had been provided, J.A. was saying the Landlord was “pretty sure” about service and then “100% sure” about the same issue and there was no documentary evidence about service submitted. I allowed J.A. to take a moment to speak to the Landlord about this.

J.A. came back from speaking to the Landlord and advised that the Landlord wished to withdraw the Application. I told J.A. it was open to the Landlord to do so. I made it clear to J.A. that I had no issue hearing him and the Landlord further on service and deciding the issue. J.A. asked about the process for obtaining the unpaid rent. I advised J.A. of the process including that, if I was satisfied of service and satisfied the Landlord was entitled to recover unpaid rent, I would issue the Landlord a Monetary Order which had to be served on the Tenant and enforced in Small Claims Court if the Tenant did not comply with the Monetary Order.

J.A. spoke to the Landlord further and confirmed that the Landlord wished to withdraw the Application. J.A. confirmed that the Landlord understood I had no issue hearing from her and J.A. further and deciding the issue of service and, if satisfied of service, the issues raised in the Application.

I considered that there is no prejudice to the Tenant in allowing the Landlord to withdraw the Application. I also considered that the Tenant had not yet appeared at the hearing. I allowed the Landlord to withdraw the Application.

Conclusion

The Application is withdrawn.

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 31, 2019

Residential Tenancy Branch