



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ET, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an early end to this tenancy and an Order of Possession pursuant to section 56; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:44 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided sworn testimony and written evidence that they sent the tenant a copy of their dispute resolution hearing package by registered mail on July 17 2019. They also testified and provided written evidence that they sent the tenant written evidence by registered mail on August 19, 2019. Based on this undisputed evidence, I find that the tenant was deemed served with this material in accordance with sections 88, 89 and 90 of the *Act* on the fifth day after their mailing.

At the hearing, the landlord withdrew their application for an Order of Possession because they already have possession of the rental unit as of August 26, 2019, when the tenant vacated the rental unit pursuant to an Order issued by an Adjudicator appointed pursuant to the *Act* on August 14, 2019 (see above). The landlord's application for an Order of Possession is hereby withdrawn.

The landlord also testified that they have filed another application for dispute resolution to be heard on October 10, 2019, in which the landlord is seeking a monetary award for extensive damage arising out of this tenancy (see above).

Issues(s) to be Decided

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The parties signed a one-year fixed term Residential Tenancy Agreement on May 21, 2019 for a tenancy that was to run from June 1, 2019 until May 31, 2020. Monthly rent was set at \$1,100.00, payable in advance on the first of each month, plus heat and hydro.

Since the tenant failed to attend and the landlord maintained that the landlord's property was at risk, as demonstrated by the extensive damage caused to the premises, the landlord requested the recovery of the filing fee.

Analysis

As the tenant failed to attend, made no presentations at this hearing and provided no evidence to dispute the landlord's application, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$100.00 to enable the landlord to recover the filing fee from the tenant. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: September 17, 2019

Residential Tenancy Branch