



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Woodbridge NW (Lynnmour) Homes Ltd and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR-DR, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for:

- an order of possession for unpaid rent, pursuant to sections 46(1) and 55(2) of the *Act*, and
- for an authorization to recover the filing fee for this application pursuant to section 72.

Although I left the teleconference hearing connection open until 09:42 A.M. to enable the tenant to call into this teleconference hearing scheduled for 09:30 A.M., the tenant did not attend this hearing. The landlord representative KH (“the landlord”) attended the hearing and was given a full opportunity to be heard, to present affirmed 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. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

I accept the landlord’s testimony that the tenant was served with the Notice of Hearing and evidence (the Materials) by registered mail on February 05, 2020 (the tracking numbers provided are on the cover page of this decision). The tenant is deemed served on February 10, 2020, in accordance with sections 89(2)(b) and 90 (a) of the *Act*.

The landlord affirmed Rancho Management Services is an agent for landlord Woodbridge NW (Lynnmour) Homes Ltd.

### Background and Evidence

The landlord's 10 Day Notice to End Tenancy for Unpaid Rent is dated January 16, 2020 and was served by registered mail on that date. The effective date of the Notice is January 31, 2020 and the landlord submitted this application on January 27, 2020.

The landlord affirmed he served the tenant an inspection notice on January 31, 2020 and conducted an inspection in the rental unit on February 02, 2020 finding the tenant had vacated. The landlord did not receive any communication from the tenant and does not have his forwarding address.

The landlord affirmed he served an inspection notice on January 31, 2020 and conducted an inspection in the rental unit on February 02, 2020. The landlord confirmed the rental unit was vacant. The landlord did not receive any communication from the tenant and does not have his forwarding address.

### Analysis

The application for an order of possession is moot since the tenancy has ended and the landlord has possession of the rental unit.

Section 62(4)(b) of the Act states an application should be dismissed if the application or part of an application for dispute resolution does not disclose a dispute that may be determined under the Act. I exercise my authority under section 62(4)(b) of the Act to dismiss the application for an order of possession.

As the tenant may have moved out before or by the effective date of the Notice, there was no need for the Landlord to apply for Dispute Resolution. Accordingly, the landlord must bear the cost of his filing fee.

The landlord is cautioned to follow the provisions of section 38 of the Act in regard to the security deposit.

### Conclusion

I dismiss the landlord's application in its entirety.

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: April 15, 2020

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Residential Tenancy Branch