



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OPB, OPL, MNRL-S, FFL**

### Introduction

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

- An order of possession for a breach of a vacate clause pursuant to section 55;
- An Order of Possession for Landlord's Use of Property pursuant to sections 49 and 55;
- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant attended the hearing and the landlord was represented by an agent, SS. Neither party raised any issues with timely service of documents.

### Preliminary Issue

At the commencement of the hearing, the parties agree the tenant vacated the rental unit. As such, the landlord advised me that she is no longer seeking an Order of Possession and would like to withdraw her claim for one. Further, she is no longer seeking a monetary order for unpaid rent or utilities and would also like to withdraw this claim. The tenant consented to the withdrawal during the hearing. In accordance with Rule 5 of the Residential Tenancy Branch Rules of Procedure, these portions of the landlord's claim are withdrawn.

The landlord's application to retain a security deposit was made before the tenancy ended. A security deposit is defined by section 1 of the Act as *money paid, or value or a right given, by or on behalf of a tenant to a landlord that is to be held as security for any liability or obligation of the tenant respecting the residential property.*

The landlord withdrew her application for a monetary order for unpaid rent and did not file an application seeking compensation for damages to the rental unit at the end of the tenancy. Therefore, I find the landlord's application was made prematurely. The landlord's application to retain the security deposit is dismissed with leave to reapply, now that the tenancy has ended. Leave to reapply does not extend any deadlines established pursuant to the *Act*

As the landlord's application was unsuccessful, the filing fee will not be recovered.

Conclusion

The landlord's application to retain the security deposit is dismissed with leave to reapply. Leave to reapply does not extend any deadlines established pursuant to the *Act*.

The remainder of the landlord's application is withdrawn by consent.

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 26, 2020

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Residential Tenancy Branch