



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NEIGHBOURHOOD HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR-PP, MNRL-S, FFL

### Introduction

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

- an order of possession for unpaid rent with a repayment plan, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 23 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was a property manager for the landlord company named in this application and that she had permission to speak on its behalf.

At the end of the hearing, I informed the landlord that parties were not permitted to record the hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord affirmed under oath that she did not record this hearing.

I explained the hearing and settlement processes to the landlord. The landlord had an opportunity to ask questions. The landlord did not make any adjournment or accommodation requests.

During the hearing, the landlord stated that she wanted to withdraw the landlord's application. She claimed that the amount of rent indicated in the landlord's Ten Day Notice for Unpaid Rent or Utilities, dated January 12, 2021 ("10 Day Notice") and the landlord's monetary application was different than the amount in the landlord's rent

ledger and the repayment plan. The landlord attempted to reconcile the rent amounts during the hearing but was unable to do so.

For the above reasons, I notified the landlord that the landlord's application was dismissed without leave to reapply, except for the monetary order for unpaid rent and to retain the security deposit. I informed her that the landlord's 10 Day Notice, dated January 12, 2021, was cancelled and of no force or effect. The landlord confirmed her understanding of same.

### Conclusion

The landlord's application for a monetary order for unpaid rent and to retain the tenant's security deposit, is dismissed with leave to reapply.

The landlord's application for an order of possession based on the 10 Day Notice, dated January 12, 2021, and to recover the \$100.00 filing fee, is dismissed without leave to reapply.

The landlord's 10 Day Notice, dated January 12, 2021, is cancelled and of no force or effect.

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: June 14, 2021

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Residential Tenancy Branch