



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hancon Holdings Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL-S, MNDCL-S, FFL

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. The Landlord's Agent CP appears on behalf of the landlord named in the tenancy agreement. The Landlord's Agent HH appears on behalf of the Landlord named in this application. The Landlord's Agents both confirm that the Landlord named on this application, while differently named from the landlord named in the tenancy agreement, is essentially the same company as the Landlord is the parent company of the landlord named in the tenancy agreement. The Landlord confirms that in a previous decision dated May 10, 2021 the Landlord obtained an order of possession and a monetary order for the unpaid rent claimed in this application. The Landlord confirms that the Tenant moved out of the unit on May 17, 2021 and that no bailiff costs were incurred as claimed in this application. The Landlord served this application by email to the Tenant and the Tenant's legal counsel.

Given the Landlord's submissions that its claims for possession of the unit and unpaid rent have been met I dismiss these claims. As the Landlord has not incurred the bailiff

costs claimed I dismiss this claim. As these claims have not been successful at this hearing, I dismiss the claim for recovery of the filing fee and in effect the Landlord's application is dismissed in its entirety. As the application has been dismissed for the above reasons, the matter of service does not need to be considered.

The Landlord wishes to claim lost rental income and damages to the unit arising. The Landlord confirms that no amendment to the application was made to include these claims.

Rule 2.2 of the Rules of Procedure provides that claims are limited to what is stated in the application. As the application does not include any particulars for lost rental income or damages to the unit and as no amendment was made to add these claims, I may not consider these claims. The Landlord remains at liberty to make a separate application for these claims.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 10, 2021

Residential Tenancy Branch