



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as the Tenant poses an immediate and severe risk to persons and/or property; and to recover the \$100.00 cost of his Application filing fee.

The Landlord appeared at the teleconference hearing, but no one attended on behalf of the Tenant. The teleconference phone line remained open for over 15 minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

At the onset of the hearing, the Landlord advised me that the Tenant had moved out at the end of September 2021, and therefore, that the Landlord no longer needed an order of possession. However, the Landlord said he wanted to see this matter through to the end, so he called in to the hearing.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that he served the Tenant with the Notice of Hearing documents and his evidence by posting them on the rental unit on September 17, 2021. The Landlord provided a proof of service document, as evidence of service. I find it more likely than not that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenant.

The Landlord said that the rental unit was left in a mess, with dirty carpets and debris left behind for the Landlord to remove. I advised the Landlord that he can apply for further dispute resolution to claim for compensation from the Tenant for these matters.

In this situation, I find that the issues between the Parties are resolved, as the Tenant has moved out. Given the resolution to this matter, I award the Landlord with recovery of his **\$100.00** Application filing fee from the Tenant, pursuant to section 72 of the Act. I authorize the Landlord to retain \$100.00 from the Tenant's \$600.00 security deposit in complete satisfaction of this award. Otherwise, I dismiss the Landlord's claim without leave to reapply.

### Conclusion

The Landlord's Application is successful, as the Tenant has moved out of the rental unit. Given this positive resolution for the Landlord, I award the Landlord with recovery of the **\$100.00** Application filing fee for this matter. I dismiss the Landlord's claim for an early termination of the tenancy and an Order of Possession without leave to reapply, as the Tenant has already moved out.

The Landlord is authorized to deduct **\$100.00** from the Tenant's \$600.00 security deposit in complete satisfaction of the monetary award.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: October 08, 2021

---

Residential Tenancy Branch