



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Tenant's application: CNC, FFT

Landlord's application: OPC, FFL, OPR, MNDL-S, MNRL-S, MNDCL-S

### Introduction

This hearing was scheduled for 11:00 a.m. on this date, via teleconference call, to deal with cross applications.

The tenants applied to cancel a One Month Notice to End Tenancy for Cause ("One Month Notice") dated September 8, 2021.

The landlords applied for several remedies, as amended, including requests for:

- An Order of Possession for cause
- An Order of Possession for unpaid rent
- A Monetary Order for damage to the rental unit
- A Monetary Order for unpaid rent
- A Monetary Order for other damages or loss under the Act, regulations or tenancy agreement; and,
- Authorization to retain the tenant's security deposit.

The tenants appeared at the hearing and were affirmed. The landlords did not appear despite leaving the teleconference call open until 11:20 a.m. to give the landlords the opportunity to appear.

The tenants testified that they served the landlords with their Application for Dispute Resolution, in person, shortly after receiving their proceeding package; however, they subsequently vacated the rental unit, on October 20, 2021. I note that in submitting the landlord's amendment, the landlords also indicated the tenants vacated the rental unit

on October 20, 2021. As such, I accept the tenancy has already ended and the tenant's request for cancellation of the One Month Notice is moot, as is the landlord's request for an Order of Possession.

The tenants confirmed that they did receive notification from the landlords that the landlords were seeking monetary compensation from them and the tenants confirmed they were prepared to respond to the claims against them. Since the landlords failed to appear at the hearing to present their evidence and establish an entitlement to the compensation claimed against the tenants, and the tenants had appeared to respond to the claims against them, I dismiss the landlord's monetary claims without leave to reapply.

As for the tenant's security deposit, the tenants acknowledged they had not given the landlords a forwarding address, in writing, yet. Nor, was there sufficient evidence for me to determine if there was extinguishment of the right to return of the security deposit. Therefore, I make no order with respect to return of the security deposit at this time and I suggest the tenants seek further information concerning return of security deposits by speaking with an Information Officer with the Residential Tenancy Branch.

### Conclusion

The tenancy has already ended and it is unnecessary to further consider cancellation of the One Month Notice or the landlord's entitlement to an Order of Possession.

The landlord's monetary claims against the tenants are dismissed without leave to reapply.

The tenants may pursue return of the security deposit in accordance with section 38 of the Act.

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: January 25, 2022

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Residential Tenancy Branch