



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord on January 12, 2022, under the *Residential Tenancy Act* (the *Act*), seeking:

- An early end to the tenancy pursuant to section 56 of the *Act*; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 A.M. (Pacific Time) on February 4, 2022, and was attended by the Landlord, the property manager P.W. and the strata president, Q.V. No one attended on behalf of the Tenant. All testimony provided was affirmed. A witnessed and signed Proof of Service Notice of Expedited Hearing Dispute Resolution Proceeding form (RTB-9) was submitted for my review and consideration which states that on January 19, 2022, the Notice of Dispute Resolution Proceeding Package, which includes a copy of the Application and the Notice of Hearing, and all evidence, was attached to a door or other conspicuous place where the person resides and by emailing a copy to the email address provided by the Tenant as an address for service. As there is no evidence before me to the contrary, I accept that the Notice of Dispute Resolution Proceeding Package and all evidence submitted to the Residential Tenancy Branch with the Application, was served as set out above. Pursuant to sections 88(j), 89(f) and 90(c) of the *Act*, and sections 43 and 44 of the regulations, I therefore find that the above noted documents were deemed served on the Tenant on January 22, 2022.

Residential Tenancy Branch records indicate that the Notice of Dispute Resolution Proceeding Package was emailed to the Landlord, at their request, on January 18, 2022, to be sent or served on the Tenant by January 19, 2022. As I am satisfied that the

Notice of Dispute Resolution Proceeding Package was posted to the Tenant's door and emailed to them on January 19, 2022, as set out above, I therefore find that the Landlord complied with section 59(3) of the *Act* and rule 10.3 of the Rules of Procedure.

Rule 7.1 of the Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. I verified that the hearing information contained in the Notice of Hearing was correct, and I note that the Landlord and their agents/witnesses had no difficulty attending the hearing on time using this information. As the Landlord, the Landlord's agents/witnesses, and I attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled pursuant to rule 7.3 of the Rules of Procedure despite the absence of the Tenant or an agent acting on their behalf. Although the teleconference remained open for the 21 minute duration of the hearing, neither the Tenant nor an agent acting on their behalf called into the hearing.

The participants were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that pursuant to rule 6.11 of the Rules of Procedure, recordings of the proceedings are prohibited, except as allowable under rule 6.12, and confirmed that they were not recording the proceedings.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The Landlord and their agents/witnesses stated that on February 2, 2022, the Tenant sent an email stating that they had vacated the rental unit, that they would mail back the keys, and that they did not want any items remaining in the rental unit, which the Landlord could keep, sell, or dispose of as they wished. The Landlord and their agents/witnesses stated that they have since entered the rental unit and verified that the Tenant has vacated, taking most of their personal items with them, and leaving behind mostly refuse. I verified with the Landlord and their agents/witnesses that they had possession of the rental unit now, and they stated that they did.

Based on the above, I therefore dismiss the Landlord's Application seeking an early end to the tenancy pursuant to section 56 of the *Act*, and recovery of the filing fee, without

leave to reapply, as the tenancy has already ended and therefore the matter of possession of the rental unit has already been resolved.

Conclusion

The Landlord's Application is dismissed without leave to reapply, as the tenancy has already ended, and the Landlord already has possession of the rental unit.

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: February 4, 2022

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Residential Tenancy Branch