



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OPR-DR, MNR-DR**

**CNR-MT**

### Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Act.

The landlord applied for:

- An order of possession for unpaid rent, by direct request, pursuant to sections 46 and 55; and
- A monetary order for unpaid rent, by direct request, pursuant to sections 26 and 67.

The tenant applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55; and
- Leave to have the application heard after the time to dispute the notice to end tenancy has passed pursuant to section 66.

The tenant did not attend the hearing although the teleconference connection remained open throughout. The hearing commenced at 9:30 a.m. and ended at 9:45 a.m. The landlord attended the hearing and acknowledged being served with the tenant's Notice of Dispute Resolution Proceedings package. The landlord testified she served the tenant at the rental address via registered mail on October 12, 2022 and provided a tracking number which is recorded on the cover page of this decision. I deem the tenant served with the landlord's application for dispute resolution five days after it was sent, on October 17, 2022 in accordance with sections 89 and 90 of the Act.

This hearing proceeded in the absence of the tenant pursuant to Rule 7.3 of the Rules of Procedure.

### Background and Evidence

At the commencement of the hearing, the landlord testified that she believes the tenant has abandoned the rental unit. Approximately 2 weeks ago, the landlord was sent a water bill by the city and the water usage was only \$26.00 when it is usually \$150.00. This leads the landlord to suspect the tenant has vacated the rental unit some time around the end of October 2022. The landlord has not been back to the rental unit to verify whether the tenant has actually left.

The landlord testified that she does not believe the tenant has the financial ability to pay any arrears in rent. The landlord advised me that she does not wish to pursue the tenant for unpaid rent.

### Analysis

The tenant filed an application for dispute resolution seeking to cancel the Notice to End Tenancy on September 28, 2022. The tenant did not attend the hearing of this application. The landlord, who was in attendance, testified that the tenant had moved out of the rental unit as of October 31, 2022. Based on this evidence from the landlord, I find that the tenant accepted the validity of the Notice to End Tenancy or otherwise agreed to terminate the tenancy and, the tenant's application seeking to cancel the Notice to End Tenancy is dismissed on this basis. As such, it is not necessary for me to determine on the merits whether the Notice to End tenancy was valid and I make no findings with respect to its validity. As the tenant has already moved out of the rental unit, it is not necessary for an order of possession to be granted.

The landlord has indicated she does not wish to pursue her application seeking monetary compensation for unpaid rent. Accordingly, this portion of the is dismissed without leave to reapply.

### Conclusion

I order that the tenancy ended on October 31, 2022, the date the tenant vacated the rental unit pursuant to section 44(1)(f) of the Residential Tenancy Act.

The tenant's application is dismissed without leave to reapply.

The landlord's application is dismissed without leave to reapply.

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: November 25, 2022

---

Residential Tenancy Branch