



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

### Introduction

This hearing dealt with the cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s application for Dispute Resolution was made on September 8, 2022. The Tenant applied to cancel a 10-Day Notice to End Tenancy for Unpaid Rent, to cancel a One-Month Notice to End Tenancy for Cause, for more time to file to dispute, for an order to suspend or set conditions on the landlord's right to enter the rental unit or site, and to recover their filing fee.

The Landlord filed a Direct Request Application on September 14, 2022. As the Tenant had already filed a dispute of the Notice, the Landlord’s application was crossed with the Tenant’s applications to be heard at the same time. The Landlord applied for an order of possession to enforce a 10-Day Notice for Unpaid Rent, for a monetary order for unpaid rent and to recover their filing fee.

Two Agents for the Landlord (the “Landlord”) attended the conference call hearing; however, the Tenant did not. As the Tenant is also an applicant in this hearing, I find that the Tenant had been duly notified of the Notice of Hearing in accordance with the *Act*.

The Landlord was affirmed to be truthful in their testimony and was provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the 10-Day Notice dated September 8, 2022, be cancelled?
- If not, is the Landlord entitled to an order of possession and a monetary order for unpaid rent?
- Is the Landlord entitled to the return for their filing fee for this application?

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Tenancy agreement recorded that the tenancy began on June 23, 2021, that rent in the amount of \$2,300.00 is to be paid by the 23<sup>rd</sup> day of each month, and that the Landlord collected a \$1,150.00 security deposit and a \$1,150.00 pet damage deposit for this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

This hearing was scheduled for a teleconference hearing on this date.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. Rule 7.3 of the Rules of Procedure stipulates that an Arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

This hearing was scheduled to commence at 11:00 a.m. on January 27, 2023. I called into the teleconference at 11:00 a.m.; the line remained open while the phone system was monitored for ten minutes, and the only participant who called into the hearing during this time was the Landlord. Therefore, as the Tenant did not attend the hearing by 11:11 a.m. and the Landlord appeared and was ready to proceed, I dismiss the Tenant's application without leave to reapply.

The Landlord testified that they attended the rental unit on October 1, 2022, and found the rental unit abandoned. The Landlord confirmed that they no longer require an order of possession for the rental unit.

The Landlord also testified that the Tenant had not paid the outstanding rent indicated on September 8, 2022, notice, nor had they paid the rent for September 2022. The Landlord submitted a copy of the 10-Day Notice to end tenancy into documentary evidence.

The Landlord is requesting that a monetary order be issued for the outstanding rent due under this tenancy, for August and September 2022.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant's Application for Dispute Resolution has been abandoned.

I accept the Landlord's testimony that this tenancy ended on October 1, 2022, the date the Landlord discovered the rental unit had been abandoned and that an order of possession is no longer required.

I also accept the undisputed testimony of the Landlord that the Tenant has not paid the outstanding rent for August and September 2022, for this tenancy. I find that the Landlord has proven their entitlement to a monetary award in the amount of \$4,600.00 in outstanding rent, consisting of \$1,150.00 in rent for August 2022, and \$2,300.00 in rent for September 2022, I grant the Landlord permission to retain the security and pet damage deposits they are holding for this tenancy in partial satisfaction of this award.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has been successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for their application.

I grant the Landlord a monetary order in the amount of \$2,400.00; consisting of \$4,600.00 in unpaid rent, and \$100.00 for the recovery of the filing fee, less the security

deposit of \$1,150.00 and the \$1,150.00 pets damage deposit that the Landlord is holding for this tenancy.

Conclusion

I grant the Landlord a **Monetary Order** in the amount of **\$2,400.00**. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 27, 2023

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Residential Tenancy Branch