



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding ALLSO PROPERTY DEVELOPMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPN, MNR, MND, MNDC, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order of possession of the rental unit based upon the tenant's written notice and recovery of the cost of the filing fee.

On February 23, 2023, the landlord amended their application to include a monetary claim. The monetary claim was for a monetary order for unpaid rent, compensation for alleged damage to the rental unit by the tenant, compensation for a monetary loss or other money owed.

The landlord attended the teleconference hearing. The tenants did not attend the hearing. For this reason, service of the Notice of a Dispute Resolution Hearing (Notice of Hearing) and application was considered.

The landlord testified that the tenants were served the Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on November 17, 2022. The landlord filed the Canada Post tracking numbers and receipts as proof of service.

Based on the landlord's testimony and evidence, I find the tenants were sufficiently served under the Act and the hearing proceeded in the tenants' absence.

During the hearing the landlord confirmed that each of the tenants have now vacated the rental unit, each one at various times. The last tenant to vacate was sometime in January 2023, without notice. The landlord confirmed that they no longer required the order of possession of the rental unit.

As a result, I find the landlord's application on this point is effectively withdrawn.

As to the landlord's amended application, the evidence showed, and the landlord confirmed, that the claim is continuing to increase, and the total claim is unknown at this point. Some of the claims included estimates.

The landlord was informed that I could not consider their monetary claim at this hearing as I find the claim premature. The landlord confirmed that they were still in the process of determining all the amount of damage and total claim.

Additionally, it was not determined whether the tenants had agreed to be served documents by email, as required in section 43(1) of the Residential Tenancy Regulations, which was the method the landlord chose to serve the tenants their amended application.

For these reasons, I **dismiss** the landlord's monetary claim, **with leave to reapply**. Leave to reapply does not extend any applicable time limitation periods of the Act.

Although the tenants vacated prior to the hearing, I grant the landlord recovery of their filing fee of \$100, as the tenants failed to vacate by way of their written notice.

I issue a monetary order in the amount of \$100. To be enforceable, the landlord must serve the tenants the order in any method allowed under section 88 of the Act.

In the alternative, I also provide the landlord with authority to deduct \$100 from the tenants' security deposit of \$850 in satisfaction of their monetary award. In the event the landlord chooses to redeem their monetary award in this manner, the monetary order for \$100 is cancelled and of no force or effect.

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: March 13, 2023

Residential Tenancy Branch