



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding 435315 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: OPC MNDL FFL
For the tenants: CNC FFT

Introduction

This hearing was convened based on an Application for Dispute Resolution (application) by the landlord and the tenant who are both seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for an order of possession based on a 1 Month Notice to End Tenancy for Cause dated August 24, 2023 (1 Month Notice), for damages to the rental unit, and to recover the cost of the filing fee. The tenant applied to cancel the 1 Month Notice and to recover the cost of the filing fee.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Matters

No service issues were raised.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the landlord indicated several matters of dispute on the application, the most urgent of which is the application for an order of possession. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will,

therefore, only consider the 1 Month Notice and the filing fees at this proceeding. The balance of the landlord's application is dismissed, with leave to re-apply.

Issues to be Decided

- Is the landlord entitled to an order of possession based on the 1 Month Notice?
- Is either party entitled to recover of the cost of the filing fee under the Act?

Background and Evidence

At the outset of the hearing, the tenant stated that they had vacated the rental unit on December 2, 2023, since filing their application to dispute the 1 Month Notice.

The landlord state that as of December 2, 2023, the landlord agent, RS knocked on the door of the rental unit and the tenant's husband, PF answered and said they do not have to move until the date of the hearing.

Given the above, the tenant did not dispute an immediate order of possession as the tenant confirmed they have vacated the rental unit.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, I find the tenant's application to be moot as they confirmed they vacated on December 2, 2023, since filing their application.

Therefore, based on a now undisputed 1 Month Notice, which I find complies with section 52 of the Act, I grant the landlord an immediate order of possession under section 55 of the Act.

The parties confirmed that the tenant paid a security deposit of \$937.50 at the start of the tenancy. I authorize the landlord to deduct \$100 from the security deposit for the filing fee under sections 62(3) and 72 of the Act.

I find the security deposit is now \$837.50 effective immediately.

As the tenant also confirmed they have not yet provided their written forwarding address, the tenant only has until December 2, 2024 to do so before the tenant extinguishes their right to the return of any of the \$837.50 security deposit balance.

Conclusion

The tenant's application was dismissed without leave to reapply as it is moot.

The landlord's application was successful.

The tenancy ended December 2, 2023, when the tenant vacated the rental unit.

The landlord is granted an order of possession effective immediately.

The landlord has been authorized to retain \$100 from the tenant's security deposit as noted above.

This decision will be emailed to both parties.

The order of possession will be emailed to the landlord only for service on the tenant/occupants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 5, 2023

Residential Tenancy Branch