



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord states that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail. The Tenant did not attend the hearing. The Landlord states that the hearing package was returned to the Landlord by the postal office.

The Landlord confirms that the Tenant is not in the unit and that the Landlord has possession of the unit. The Landlord states that the Tenant moved into the unit and never lived there. The Landlord states that the Tenant moved out but the Landlord does not know when. The Landlord states that only a motorhome is left in the yard but the Tenant’s father has told the Landlord that this will be collected. The Landlord states that no security deposit was collected and that the Tenant refused to sign a tenancy agreement. The Landlord did not give any dates for the above evidence.

At this point the Landlord commenced providing evidence of events leading up to August 1, 2016 involving unidentified 3rd parties. Upon attempting to clarify the relevance of this evidence the Landlord became impatient and interrupted the clarification questions with more confusing evidence. The Landlord stated that the

Tenant just appeared at the unit with a truck to unload belongings at 2:00 a.m. on August 1, 2016. The Landlord states that she did not previously agree to rent the unit to the Tenant. The Landlord also states that she did agree to rent the unit to the Tenant when the unit was cleaned from the previous occupants, the 3<sup>rd</sup> parties. The Landlord states that the Tenant apparently only wanted to store his belongings there. The Landlord states that the Tenant never moved into the unit and the Landlord also states that the Tenant only stayed a couple of days.

The Landlord continued to give confusing, disjointed and rambling evidence that could not be understood. In again attempting to clarify the Landlord's evidence and the timeline of events the Landlord became impatient and appeared unable to answer the questions. The Landlord then stated "let's just end this you can't help me" and disconnected from the conference call.

I note that given the Landlord's conflicting evidence about whether the Tenant moved into the unit or lived in the unit, it does not appear likely that the Tenant received notice of this hearing or the application. Given this conflicting evidence and as the Landlord left the conference call without pursuing its claim, I dismiss the application with 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: October 27, 2016

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Residential Tenancy Branch