



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR, FFL

### Introduction and Conclusion

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on January 16, 2020, in which the Landlord sought an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on January 4, 2020 (the "Notice").

The hearing of the Landlord's Application was scheduled for 9:30 a.m. on April 2, 2020. Only the Landlord called into the hearing.

The Landlord confirmed that the Tenant vacated the rental unit at the beginning of March 2020 such that an Order of Possession was no longer required. I therefore dismiss this claim.

Although the Tenant vacated the rental unit, the Landlord had no assurance that the Tenant would move out, and as such an Application was required. I therefore grant the Landlord authority pursuant to section 38 of the *Act* to retain \$100.00 from the Tenant's security deposit as recovery of the filing fee. The balance of the Tenant's security deposit shall remain in trust and be dealt with in accordance with the *Residential Tenancy Act*.

The Landlord filed evidence relating to unpaid rent and the condition of the rental unit. As discussed in the hearing the Application before me did not contain a monetary claim by the Landlord for such items.

Although the Landlord filed an Amendment on January 30, 2020, this Amendment dealt only with clarification of her last name.

One of the Principles of Natural Justice is that a party to a dispute has the right to know the claim against them, the opportunity to review and respond to any evidence which is to be relied upon by the claiming party, and to be present at any hearings dealing with the issues so that they may meaningfully respond to the allegations made against them.

On the Application the Landlord sought only an Order of Possession and recovery of the filing fee. The Landlord did not request monetary compensation from the Tenant for unpaid rent or damages to the rental unit and as such the Tenant was not given notice of these claims. I therefore decline the Landlord's request that I provide her monetary compensation for unpaid rent or damage to the rental unit. As discussed during the hearing the Landlord is at liberty to file a further application seeking monetary compensation from the Tenant for these losses.

Notably, the evidence relating to the condition of the rental unit was filed on March 30, 2020, which was only two days prior to the hearing. The Landlord is reminded that she must comply with the *Residential Tenancy Branch Rules of Procedure* in terms of filing and service of evidence in support of any further claim she may make.

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: April 02, 2020

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Residential Tenancy Branch