



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding IMH POOL XII LP C/O METCAP LIVING MANAGEMENT  
INC and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNRL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 31 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had permission to present the landlord company named in this application.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules") does not permit recording of a hearing by any party.

The landlord did not make any adjournment or accommodation requests.

During the hearing, the landlord stated that she wanted to withdraw the landlord's application. She claimed that she mistakenly included parking charges in the rent section of the landlord's Ten Day Notice for Unpaid Rent or Utilities, dated February 8, 2021 ("10 Day Notice") that was issued to the tenant for February 8, rather than February 1. She said that all rent and parking had been paid by the tenant after the 10 Day Notice was issued, up until June 2021. She confirmed that no written parking agreement was included in the landlord's application. She explained that she did not

include the April 2021 NSF fee of \$25.00 in the landlord's application and she could not locate it in the landlord's tenancy agreement.

For the above reasons, I notified the landlord that the landlord's entire application was dismissed without leave to reapply. I informed her that the landlord's 10 Day Notice, dated February 8, 2021, was cancelled and of no force or effect. The landlord confirmed her understanding of same.

I notified the landlord that the landlord was at liberty to file a future application and pay a new filing fee, if the landlord wished to do so in the future. I informed her that the landlord was at liberty to apply for unpaid rent, parking and other charges from June 1, 2021 forward, as this was not part of the landlord's application at this hearing. The landlord confirmed that rent, parking and other charges up to and including May 31, 2021, were paid by the tenant to the landlord. The landlord confirmed her understanding of same.

I notified the landlord that I could not provide legal advice to her. I informed her that she could speak to an information officer at the RTB, for information only, not legal advice. I notified her that she could consult the RTB website to obtain further information regarding the *Act*, *Rules*, and Residential Tenancy Policy Guidelines. The landlord confirmed her understanding of same.

### Conclusion

The landlord's entire application is dismissed without leave to reapply.

The landlord's 10 Day Notice, dated February 8, 2021, 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: June 10, 2021

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Residential Tenancy Branch