



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding SUMAS CONSTRUCTION LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPL, MNDL, MNDCL, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on November 1, 2022, wherein the Landlord sought the following relief:

- an Order of Possession based on a 2 Month Notice to End Tenancy for Landlord's Use;
- monetary compensation for damage to the rental unit;
- monetary compensation for loss of rent; and,
- recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 9:30 a.m. on March 14, 2023. The Corporate Landlord's President, J.P., and his administrative assistant, F.P. called into the hearing. J.P. gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 10:07 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. J.P. testified that he served the Tenant with the Notice of Hearing and the Application on January 4, 2023 by email. He did not provide a copy of that email in evidence before me but gave affirmed testimony as to the contents of the email and all attachments.

Branch records confirm the Landlord obtained an Order for substituted service from the Branch on December 30, 2022.

Residential Tenancy Policy Guideline 12—Service Provisions provides that documents served this way are deemed served three days later; accordingly, I find the Tenant was duly served as of January 7, 2023 and I proceeded with the hearing in their absence.

J.P. confirmed the Tenant had vacated the rental unit as of November 30, 2022 such that an Order of Possession was no longer required. As such I dismiss this request without leave to reapply.

J.P. also stated that he wished to refile his application for monetary compensation from the Tenant as he was not able to include all losses associated with this tenancy as he continues to repair the damage caused by the Tenant. I therefore dismiss the Landlord's monetary claim, and his claim to retain the Tenant's deposits with leave to reapply.

As the Tenant only vacated the rental unit after the Landlord made this application I grant the Landlord's request to recover the fee paid to file this application; as such, and pursuant to section 72 of the *Act*, I authorize the Landlord to retain \$100.00 of the Tenant's security deposit as recovery of the filing fee.

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 12, 2023

Residential Tenancy Branch