



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            MNR, FF

### Introduction

This hearing dealt with the landlord's application dated February 8, 2017 under the *Residential Tenancy Act* (the "Act") for a monetary order for unpaid rent and recovery of the application filing fee.

The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to present documentary evidence.

The landlord testified that the tenant was served with the application and notice of hearing by registered mail sent February 11, 2017 to the only known address for the tenant. The tenant did not leave a forwarding address upon vacating and stopped responding to the landlord's emails and phone calls. The landlord travelled from outside of the country to attend at the rental unit and discovered that it was vacant as of February 4, 2017.

The landlord further testified that when the tenant had applied to rent she had included an address on the application form which she identified as her family address. The landlord provided a Canada Post customer receipt with a tracking number to establish that he had sent the application and other materials to the tenant at that address. He advised that he had received a notice from Canada Post that the mail had not been accepted. Under the Act, mail is deemed to be served five days after mailing. Refusal to accept mail is not a rebuttal to the deemed service, nor is it a ground for Review Consideration. In accordance with sections 89 and 90 of the Act, I accept that the tenant has been sufficiently served.

Additionally, I find that the tenant has been sufficiently served under s. 71(2)(b) of the Act. As per the landlord's evidence, the tenant stopped communicating with him abruptly. She did not respond to her email or her telephone. She did not leave a forwarding address. She had vacated the rental unit. She had identified the address on her application to rent as a family address only six months before the landlord lost contact with her.

At the outset of the hearing the landlord's application was amended to include a request that he be authorized to retain the security deposit. I allowed this amendment on the basis that the tenant can reasonably expect that the landlord would seek to offset monies owing against the security deposit.

Issue(s) to be Decided

Is the landlord entitled to a monetary award?

Is the landlord entitled to retain the tenant's security deposit towards any money owing?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This copy of the tenancy agreement provided by the landlord was not legible. However, the landlord also testified that the tenancy began September 1, 2016 for a term expiring August 31, 2017. Monthly rent of \$2,850.00 was due on the first of the month. A security deposit of \$1,425.00 was paid and remains in the landlord's possession.

The landlord also testified that the agreement required that the tenant pay for utilities. The landlord provided bills for electricity and gas charges incurred for November – January, and testified that the tenant was responsible for \$746.18 and \$21.31, respectively.

The landlord testified that the tenant advised by email dated January 9, 2017 that she would be vacating on February 1, 2017 for personal reasons. Initially the tenant cooperated with the landlord to attempt to re-rent the unit and was open to showing the home but she subsequently stopped communicating with the landlord. She did not respond to his attempts to arrange a walk-through at the end of the tenancy and therefore there was no agreement reached with respect to the security deposit.

The landlord testified that he attempted to rent the unit again for the earliest date possible and paid for advertising in order to do so. It was re-leased for March 1, 2017. Accordingly, the landlord is claiming unpaid rent for February, as well as the cost of advertising the unit (\$5.24 and \$30.50). Receipts for the advertising costs were in evidence.

Analysis

I have reviewed all documentary evidence and have heard the landlord's undisputed evidence. I find that the tenant owes rent for February, as well as the utilities and advertising costs claimed.

Accordingly, pursuant to section 67 of the Act I find that the landlord is entitled to a monetary award in the amount of \$3,653.23.

In accordance with sections 38 and 72 of the Act, I allow the landlord to retain the tenant's \$1,425.00 security deposit in partial satisfaction of the monetary award issued in the landlords' favour.

As the landlord has been successful in this application, he is also entitled to recover the \$100.00 filing fee from the tenant.

### Conclusion

Pursuant to section 67 of the Act, I issue a monetary award in the landlord's favour under the following terms:

| ITEM                  | AMOUNT            |
|-----------------------|-------------------|
| February 2017 rent    | \$2,850.00        |
| Utilities             | \$767.49          |
| Advertising costs     | \$35.74           |
| Less security deposit | -\$1,425.00       |
| Filing fee            | \$100.00          |
| <b>TOTAL</b>          | <b>\$2,328.23</b> |

The landlord is provided with this order and the tenant must be served with it as soon as possible. Should the tenant fail to comply with the order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act and is final and binding unless otherwise provided.

Dated: June 16, 2017

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Residential Tenancy Branch