



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal Pacific Realty and [tenant's name
suppressed to protect privacy]

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on July 15, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 11:00 AM on August 21, 2020 as a teleconference hearing. The Landlord's Agent appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord's Agent and I were the only persons who had called into this teleconference.

The Landlord's Agent testified the Application and documentary evidence package was served to the Tenant by registered mail on July 17, 2020. The Landlord's Agent stated that she served further documentary evidence to the Tenant by registered mail on July 31, 2020. The Landlord submitted a copy of the Canada Post registered mail receipts in support. Based on the oral and written submissions of the Landlord and their Agent, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on July 22, 2020 and the additional evidence on August 5, 2020, the fifth day after the registered mailings. The Tenant did not submit documentary evidence in response to the Application.

The Landlord's Agent was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord's Agent testified and the tenancy between the parties began on October 1, 2017. Rent in the amount of \$5,000.00 was due to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$2,500.00 which has since been returned to the Tenant. The tenancy ended on June 30, 2020. The Landlord provided a copy of the tenancy agreement in support.

The Landlord's Agent testified that the Tenant notified the Landlord on April 1, 2020 that the rent cheque provided to the Landlord would not clear and requested that the Landlord not deposit the cheque. The Landlord's Agent stated that she did not deposit the cheque as requested, however, there was no further communication from the Tenant as to when the funds would be available. The Landlord's Agent stated that on May 1, 2020 she deposited the Tenant's cheque for May 2020 rent, which was returned by the bank as NSF.

The Landlord's Agent stated that on May 7, 2020, the Tenant notified the Landlord's Agent that all rent cheques have been cancelled as the Tenant was unable to pay the rent. The Landlord's Agent stated that on June 14, 2020 the Tenant emailed her stating that if the Landlord was agreeable to returning the Tenant's security deposit, then the Tenant would vacate the rental unit at the end of June 2020. If not, the Tenant stated they would remain in the rental unit longer without paying rent.

The Landlord's Agent stated that the parties agreed to end the tenancy on June 30, 2020. The Landlord's Agent conducted a move out inspection with the Tenant, at which

point the Tenant provided the Landlord with their forwarding address in writing and the Tenant was provided the full return of their security deposit.

The Landlord's Agent stated that the Tenant failed to pay rent in the amount of \$5,000.00 to the Landlord for April, May, and June 2020. As such, the Landlord is seeking monetary compensation in the amount of \$15,000.00 for unpaid rent. If successful, the Landlord is seeking the return of the filing fee paid to make the Application. As noted above, the Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the Act confirms:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I accept that the Tenant was required to pay rent in the amount of \$5,000.00 to the Landlord on the first day of each month. I accept that the Tenant failed to pay rent to the Landlord in April, May, and June 2020. I find that the Tenant was not entitled to withhold rent from the Landlord. As such, I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$15,000.00. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$15,100.00, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$15,000.00
Filing fee:	\$100.00
TOTAL:	\$15,100.00

Conclusion

The Tenant had breached the Act by not paying rent when due to the Landlord. The Landlord is granted a monetary order in the amount of \$15,100.00. The monetary order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: August 21, 2020

Residential Tenancy Branch