



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP and  
[tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNDCL-S, FFL

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on April 16, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch in April of 2020 were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however, the Tenant did not appear at the hearing. As the aforementioned documents have been served to the Tenant, the hearing proceeded in the absence of the Tenant and the evidence was accepted as evidence for these proceedings.

On August 10, 2020 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via email, on August 10, 2020. Email service was not permitted on August 10, 2020 and I therefore decline to consider this evidence at these proceedings.

The Agent for the Landlord affirmed that she would provide the truth, the whole truth, and nothing but the truth at these proceedings.

### Preliminary Matter

The Agent for the Landlord stated that she does not wish to amend the Application for Dispute Resolution to include any rent other than the rent claimed on the Application for Dispute Resolution, which is unpaid rent for March and April of 2020.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and to keep all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on June 01, 2018;
- the rental unit was vacated on April 28, 2020;
- the rent at the end of the tenancy was \$1,665.62, due by the first day of each month;
- the Tenant signed an addendum to the tenancy agreement that requires them to pay \$25.00 per month for parking;
- the Tenant paid a security deposit of \$812.50;
- the Tenant did not provide a forwarding address;
- the Tenant has not paid rent or parking for March or April of 2020;
- and the Landlord is seeking compensation of \$3,381.84 for unpaid rent/parking from March and April.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant signed a tenancy agreement and addendum that required them to pay \$1,690.62 in rent/parking by the first day of each month.

On the basis of the undisputed evidence, I find that the Tenant did not pay the rent/parking that was due for March or April of 2020. As tenants are required to pay rent when it is due, pursuant to section 26 of the *Residential Tenancy Act (Act)*, I find that the Tenant owes the Landlord \$3,381.24.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$3,481.24, which includes \$3,381.24 in rent/parking and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$812.50 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$2,668.74. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 Section 9.1(1) of the *Act*.

Dated: August 25, 2020

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Residential Tenancy Branch