



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on May 26, 2020, wherein the Landlord sought monetary compensation from the Tenants for unpaid rent and other losses, authority to retain the Tenants' security deposit and recovery of the filing fee.

The hearing of the Landlord's application was scheduled for 1:30 p.m. on September 28, 2020. Only the Landlord's legal counsel called into the hearing. He was provided the opportunity to present the Landlord's evidence and to make submissions to me.

The Tenants did not call into this hearing, although I left the teleconference hearing connection open until 1:42 p.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's legal counsel and I were the only ones who had called into this teleconference.

As the Tenants did not call in, I considered service of the Landlord's hearing package. The Landlord's legal counsel advised that they served the Tenants with the Notice of Hearing and the Application on May 28, 2020 by registered mail. A copy of the registered mail tracking number for both packages sent to each Tenant is provided on the unpublished cover page of this my Decision. Documentary evidence confirms that the Tenants were both served as of May 29, 2020.

Based on this evidence and the submissions of counsel, I find the Tenants were duly served as of May 29, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's lawyer's submissions and or arguments are reproduced here; further, only the evidence specifically relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenants?
2. Should the Landlord be authorized to retain the Tenants' security deposit towards any amounts awarded?
3. Should the Landlord recover the filing fee?

Background and Evidence

This fixed term tenancy began May 1, 2019 and was set to end May 31, 2020. Monthly rent was \$2,100.00 and the Tenant paid a \$1,50.00 security deposit.

Counsel for the Landlord stated that when the Landlord attempted to collect the April 2020 rent she discovered that the Tenants had vacated the rental property. In the hearing before me the Landlord sought compensation for the balance of rental term.

Counsel for the Landlord submitted that the Tenants failed to pay rent for February, March, April and May 2020 such that at the time of the hearing the sum of \$13,600.00 was outstanding for unpaid rent. This was confirmed in the amended Monetary Orders Worksheet filed in evidence by the Landlord.

Counsel for the Landlord further stated that the Tenants failed to provide a forwarding address such that the Landlord was forced to hire a skip tracer to find the Tenants for the purposes of serving them the Application for Dispute Resolution; in the hearing before me the Landlord also sought recover of this cost of \$183.75.

Analysis

After consideration of the Landlord's undisputed evidence I find as follows.

I find the Tenants were obligated to pay rent in the amount of \$3,400.00 per month for a fixed term from May 1, 2019 to May 31, 2020.

Section 26 of the *Residential Tenancy Act* (the “Act”) provides that a Tenants must pay rent when rent is due. As this tenancy was for a fixed term, the Tenants were liable for the rental payments for the entirety of the term.

I accept the Landlord’s evidence that the Tenants failed to pay rent for the months February, March, April and May 2020 such that the sum of \$13,600.00 is outstanding. Although the Tenants appear to have vacated the rental unit some time in April 2020, I find that they failed to provide the Landlord with any notice of their intention to vacate such that it was not reasonable for the Landlord to re-rent the unit prior to the expiration of the fixed term. I therefore award the Landlord the full \$13,600.00 claimed for unpaid rent.

I also accept the Landlord’s evidence that the Tenants failed provide a forwarding address such that the Landlord was forced to hire a skip tracer to find the Tenants. I find the Landlord is entitled to recover this cost in the amount of \$183.75.

As the Landlord has been successful, I also award them recovery of the filing fee.

Conclusion

The Landlord is entitled to monetary compensation in the amount of **\$13,883.75** for the following:

Unpaid rent for February 2020, March 2020, April 2020, and May 2020	\$13,600.00
Cost of skip tracer	\$183.75
Filing fee	\$100.00
TOTAL AWARDED	\$13,883.75

Pursuant to sections 38, 67 and 72 of the *Residential Tenancy Act*, I authorize the Landlord to retain the Tenants’ \$1,050.00 security deposit towards the amount awarded and I grant the Landlord a Monetary Order in the amount of **\$12,833.75** for the balance due. This Order must be served on the Tenants and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

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: September 30, 2020

Residential Tenancy Branch