



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

The landlords apply for a monetary award to recover unpaid rent and utilities.

Neither respondent tenant attended for the hearing within 10 minutes after its scheduled start time at 9:30 a.m. on September 24, 2020. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord GD and this arbitrator were the only ones who had called into this teleconference during that period.

GD demonstrated that the tenant MF had been served with the Notice of Dispute Resolution Proceeding by email sent May 21, 2020 to an email address MF had used to routinely correspond with the landlords about tenancy matters. This method of service is not one of the prescribed methods permitted by the *Residential Tenancy Act* (the “RTA”) but is a method permitted by the Residential Tenancy Branch Director’s Order made March 30, 2020 to facilitate service during the CoVid-19 pandemic. I find that the tenant MF has been duly served with the application.

The landlords also send the Notice of Dispute Resolution Proceeding to the tenant CA by email but GD has not shown the email was responded to or acknowledged by CA nor that the email address was one CA had used to routinely correspond with the landlords about tenancy matters. I find that the tenant CA has not been duly served with the application.

On the undisputed testimony and evidence of GD I find that the tenants vacated the premises without notice on or about May 6, 2020 and that the landlords are owed the rent from April and May 2020, a total of \$2400.00.

On the undisputed testimony and evidence of GD I find that the tenants owe their portion of utility costs for the rental unit in the total amount of \$654.06.

The landlords are entitled to a monetary award in the amount of \$3054.06 plus recovery of the \$100.00. I authorize them to retain the \$600.00 security deposit and the \$600.00 pet damage deposit that they hold, in reduction of the award.

The landlords will have a monetary order for the remainder of \$1954.06, against the tenant MF only.

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 24, 2020

Residential Tenancy Branch