



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed August 4, 2020, wherein the Landlord sought monetary compensation from the Tenant in the amount of \$7,500.00 for unpaid rent, authority to retain the Tenant's security deposit and recovery of the filing fee.

Only the Landlord's Agent, M.W., called into the hearing. She gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:45 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 Agent and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. By Decision dated August 7, 2020 the Landlord was authorized to serve the Tenant by email. This file number for that Decision is included on the unpublished cover page of this my Decision.

The Landlord's Agent testified that they served the Tenant with the Notice of Hearing and the Application on August 7, 2020 by email. I accept the accordingly, I find the Tenant/Landlord was duly served as of August 10, 2020 (three days after the email was sent) 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 Agent's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord's Agent and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter

The Landlord, T.M.L. named the herself and her employer, a property management company, as Landlord on the Application. A review of the residential tenancy agreement provided in evidence confirms that T.M.L., was personally named as Landlord. Section 64(3)(c) of the *Act* allows me to amend an Application for Dispute Resolution. I therefore amend the Application to correctly name, T.M.L. as the Landlord.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant for unpaid rent?
2. Should the Landlord be authorized to retain the Tenant's security deposit?
3. Is the Landlord entitled to recover the filing fee from the Tenant?

Background and Evidence

The residential tenancy agreement provided that this fixed term tenancy began February 1, 2020. Monthly rent was \$1,850.00 and the Tenant paid a security deposit of \$925.00.

The Landlord was granted an Order of Possession effective July 31, 2020. The file number for that matter is included on the unpublished cover page of this my Decision. The Landlord's Agent confirmed the Tenant vacated the rental unit as of July 31, 2020.

The Landlord's Agent testified that the Tenant failed to pay rent for April, May, June and July, such that the sum of \$7,400.00 remains outstanding. This testimony was supported by the "Property Statement" included in evidence by the Landlord.

The Agent confirmed there was no order from the Residential Tenancy Branch which permitted the Tenant to withhold rent.

The Landlord also sought recovery of the \$100.00 filing fee.

The Landlord's Agent testified that the Tenant failed to provide a forwarding address and the only means by which they can communicate with the Tenant is by email. She therefore asked that they be permitted to serve any Orders on the Tenant by email in the same manner as they were permitted to serve this Application on the Tenant.

Analysis

After consideration of the Landlord's Agent's undisputed testimony and evidence, and on a balance of probabilities, I find as follows.

Section 26 of the *Residential Tenancy Act* provides that a Tenant must pay rent when rent is due. I find the Tenant was obligated to pay monthly rent in the amount of \$1,850.00. I accept the Landlord's evidence that the Tenant failed to pay rent for April, May, June and July such that the Tenant owes the sum of \$7,500.00 in rent. I find the Landlord is entitled to recover these funds from the Tenant pursuant to section 67 of the *Act*.

As the Landlord has been successful in their Application, I also award them recovery of the \$100.00 filing fee pursuant to section 72(1) of the *Act* for a total award of **\$7,600.00**.

Pursuant to section 72(2)(b) of the *Act*, I authorize the Landlord to retain the Tenant's \$925.00 security deposit towards the amounts awarded and I grant the Landlord a Monetary Order for the balance due in the amount of **\$6,675.00**. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court.

Pursuant to section 71(1) of the *Act*, and for the reasons articulated in the Decision granting the Landlord permission to serve the Tenant by email, I also authorize the Landlord to serve the Monetary Order on the Tenant by email. I am satisfied the Tenant cannot be served by any of the methods permitted by the *Act*, and further that the Tenant and Landlord regularly communicated about the tenancy by email.

Conclusion

The Landlord's Application for monetary compensation from the Tenant for unpaid rent and recovery of the filing fee is granted. The Landlord is authorized to retain the Tenant's security deposit and is granted a Monetary Order for the balance due. The Order may be served on the Tenant by email.

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: November 20, 2020

Residential Tenancy Branch