



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

The landlord applies for a monetary award for unpaid rent.

The respondent tenant did not attend for the hearing within 25 minutes after its scheduled start time at 1:30 p.m. on January 4, 2021. 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's representative KS and this arbitrator were the only ones who had called into this teleconference during that period.

KS testified that he attached a copy of the Notice of Dispute Resolution Hearing to the door of the rental unit on October 31, 2020; a time when the tenant was still residing there. He testifies that he also served the tenant by registered mail (Canada Post tracking number shown on cover page of this decision) addressed to the tenant at the rental unit. Canada Post records show that the mail was delivered on November 2, 2020.

KS testifies that the landlord had obtained and served an order of possession for the premises effective October 31, 2020 but that the tenant did not vacate the rental unit by that date and that she failed to provide any forwarding address in writing or return keys to the rental unit after leaving in November.

On this evidence I find that the tenant has been duly served.

The landlord's evidence would indicate that the tenant owes rent well in excess of the \$5000.00 being claimed in this application. KS for the landlord appeared to be under

the mistaken belief that the landlord could not pursue the tenant for rent unpaid during the CoVid 19 pandemic “affected rent” period between March 18 and August 17, 2020 created by the province even though the tenant had been presented with and defaulted on a rent repayment plan provided by the landlord.

KS shows that the tenant failed to pay the \$2500.00 monthly rent for September and October 2020 and I award the landlord \$5000.00 as claimed, on that basis. The landlord is free to attempt to pursue other rent arrears prior to that time, however I make no determination about any claim the tenant may have related to any possible estoppel defence.

I also award the landlord recovery of the \$100.00 filing fee for this application. I authorize the landlord to retain the \$1250.00 security deposit in reduction of the amount awarded and I grant the landlord a monetary order against the tenant for the remainder of \$3850.00.

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: January 04, 2021

Residential Tenancy Branch