



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF, O

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence, however the tenants did not attend. The landlord gave evidence that they sold the rental property to new owners and the possession date was January 24, 2014. At that time, the tenants were still living in the basement suite. The landlord also saw the tenants at the rental property in the first week of March 2014. The landlord also spoke to the tenants on the phone weekly until early March 2014, when they stopped answering his calls. The landlord's evidence is that he did not know for certain that the tenants still lived there but he had no reason to think they had moved.

The landlord gave evidence that he served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail sent to the rental unit on May 8, 2014. Section 90 provides that documents served in this manner are deemed to be received five days later. The landlord provided the tracking numbers for the registered mail. A Canada Post online search indicates one of the packages was "Item refused by recipient" on May 23, 2014 and the other "Recipient not located at address provided" on May 23, 2014. The Canada Post search does not indicate that the items were forwarded to a new address.

I find the tenants were properly served for two reasons. First, it was reasonable for the landlord to assume (absent evidence to the contrary) that the tenants continue to reside in the same place they did less than three months earlier, when he last had contact with them. Secondly, the Canada Post result "Item refused by recipient" indicates that at least one of the tenants received the delivery card at the rental unit.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord gave evidence that the tenants did not pay rent of \$500.00 that was due for October 2013, \$700.00 that was due for November 2013, \$700.00 that was due for December 2013, and \$700.00 that was due for January 2014. The total unpaid rent is \$2,600.00.

The landlord gave evidence that, under the terms of the sale, the security deposit was transferred to the new owner of the rental property and the seller gave the buyer the equivalent of one week's rent for the period January 24 through January 31, 2014. The unpaid rent was not adjusted for, so it remains a debt to the seller who is the landlord in this application.

Analysis

I accept the landlord's evidence that the tenants failed to pay rent totalling \$2,600.00. I also accept the landlord's evidence regarding the terms of sale of the property. The landlord is therefore entitled to recover the unpaid rent of \$2,600.00 and his RTB filing fee of \$50.00.

The total amount due the landlord is \$2,650.00. I grant the landlord a monetary order for that amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$2,650.00.

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: September 19, 2014

