



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL OPRM-DR

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony. However, the line remained open while the phone system was monitored for 15 minutes prior to hearing any testimony, and no one for the tenant joined the call.

The landlord had originally applied by way of the Direct Request process which was adjourned to this participatory hearing and the landlord was provided with an Interim Decision which ordered the landlord to serve the tenant with a Notice of Reconvened Hearing, the Interim Decision and any other required documents (the Hearing Package) within 3 days of receipt of the Interim Decision and notice of this hearing. The Interim Decision is dated March 29, 2018 and also states that the landlord had provided proof of service of all other documents by Registered Mail on March 25, 2018, and proof of that service had been provided as evidence. The Notice of Reconvened Hearing is dated April 3, 2018. The landlord has provided for this hearing a Canada Post cash register receipt bearing the date of April 5, 2018 as well as a Registered Domestic Customer Receipt addressed to the tenant, and testified that the documents ordered to be served were in that Registered Mail package. I accept the testimony, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act* and the order of the director, Residential Tenancy Branch.

All evidence of the landlord has been reviewed and is considered in this Decision.

At the commencement of the hearing, the landlord's agent advised that the tenant has vacated the rental unit and the application for an Order of Possession is withdrawn.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Should the landlord recover the filing fee from the tenant?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on April 30, 2016 and was to expire on April 30, 2017 when the tenancy was to end. However, the parties continued the tenancy on a month-to-month basis. Rent in the amount of \$1,200.00 per month was originally payable on the 1st day of each month and was increased effective May 1, 2017 to \$1,244.00 per month. A copy of the Notice of Rent Increase has been provided as evidence for this hearing. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$600.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a condominium apartment in a complex, and a copy of the tenancy agreement has also been provided as evidence for this hearing.

The landlord's agent further testified that the tenant failed to pay any rent for February, 2018 and the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant also failed to pay any rent for March, 2018 and the landlord served another 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit on March 3, 2018. A copy has been provided for this hearing and it is dated March 3, 2018 and contains an effective date of vacancy of March 12, 2018 for unpaid rent in the amount of \$2,488.00 that was due on February 15, 2018. The landlord's agent testified that the date is incorrect, and that as at March 3, 2018, the date it was issued, the tenant was in arrears the sum of \$2,488.00 for February and March, 2018. The tenant has not paid any of the rent and the tenant did not vacate the rental unit until sometime in April, 2018 without paying any rent for April. The tenant is currently in arrears the sum of \$3,732.00.

The tenant gave the keys to the building manager after vacating, and the landlord received them sometime after April 5, 2018 but does not recall the date that the landlord obtained the keys. The tenant has not provided the landlord with a forwarding address, and has not served the landlord with an application for dispute resolution disputing the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

Analysis

I have reviewed the evidentiary material of the landlord, and in the absence of any evidence to the contrary, I accept that the tenant has failed to pay any rent for February, March or April, 2018. I also accept the undisputed testimony and evidence of the landlord that rent was increased in accordance with the *Act* to \$1,244.00 per month effective May 1, 2017, and the landlord has established a monetary claim for unpaid rent in the amount of \$3,732.00.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

The landlord still holds a security deposit in the amount of \$600.00 but has not received a forwarding address in writing from the tenant. I decline to order the landlord to keep it because the landlord has not made that application. However, I order the landlord to deal with the security deposit in accordance with the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,832.00.

This order is final and binding and may be enforced.

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: April 24, 2018

Residential Tenancy Branch