



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR-S, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agents (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on February 14, 2019. The landlord clarified that when the application for dispute was filed on November 28, 2018, the tenant vacated the same date without providing a forwarding address. The landlord stated that a "skip tracer" was retained and that the tenant's mailing address was obtained. At that time the tenant was served with the Notice of Hearing Package and the submitted documentary evidence via Canada Post Registered Mail on February 14, 2019. The landlord provided in her direct testimony the Canada Post Customer Receipt Tracking number as confirmation (noted on the cover of this decision). The landlord stated that the attempts at service were made and notice to pick the package was left. The landlord reported that Canada Post's status on these packages were as "unclaimed". I accept the undisputed affirmed evidence of the landlord and find in the circumstances that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant did not claim the

package and attend the dispute resolution hearing, the tenant is deemed served as per section 90 of the Act.

During the hearing the landlord provided the updated mailing address for the tenant obtained from the “skip tracer”. As such, the tenant’s mailing address shall be updated to reflect this change.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant’s claim and my findings are set out below.

This tenancy began on August 1, 2017 on a fixed term of 12 months until July 30, 2018 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated July 17, 2017. The monthly rent was \$790.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$395.00 was paid.

The landlord seeks a monetary claim of \$790.00 for November 2018 rent as the tenant vacated the rental unit on November 28, 2018 without paying the November 2018 rent. The landlord also clarified that on November 16, 2018 the tenant was served with a 10 Day Notice to End Tenancy issued for Unpaid Rent of \$790.00 for November 2018 and that the tenant had subsequently vacated the rental unit on November 28, 2018.

In support of this claim the landlord has submitted copies of:

Signed and dated Tenancy Agreement  
Tenant Ledger

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove

the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the undisputed evidence of the landlord that the tenancy ended on November 28, 2018 as a result of the tenant failing to pay the November 2018 monthly rent of \$790.00. I also accept the undisputed evidence of the landlord that the tenant was served with a 10 Day Notice for Unpaid Rent of \$790.00 for November 2018 Rental Arrears. I also accept the landlord's documentary evidence of the signed tenancy agreement and the tenant ledger detailing the rental arrears.

As such, the landlord has established a claim for unpaid rent of \$790.00. The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$395.00 security deposit in partial satisfaction of this claim.

### Conclusion

The landlord is granted a monetary order for \$495.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: March 22, 2019

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Residential Tenancy Branch