



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 was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary claim of \$1,036.25 for unpaid rent and/or utilities for the Landlord, retaining the security deposit to apply to this claim, and to recover the \$100.00 cost of his filing fee.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 25 minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

I explained the hearing process to the Landlord and gave him an opportunity to ask questions about the hearing process. During the hearing the Landlord was given the opportunity to provide his evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that he served the Tenant with the Notice of Hearing documents by mail, sent in December 2019. The Landlord said that he texted the Tenant to ask if he received the package, and the Landlord said that the Tenant confirmed that he had received it, and said that the Landlord should proceed with the hearing. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenant.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses at the outset of the hearing and confirmed his understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Landlord submitted a tenancy agreement and, in the hearing, confirmed that the fixed term tenancy began on April 1, 2019 and ended on August 28, 2019. The Landlord said that the tenancy agreement required the Tenant to pay the Landlord a monthly rent of \$962.50, due on the first day of each month. The Landlord said that the Tenant paid him a security deposit of \$481.25, and no pet damage deposit.

The Landlord said that the Tenant was required to make five rent payments during this tenancy of \$962.50 each for a total of \$4,812.50. The Landlord said that the total amount the Tenant paid over the five-month tenancy was \$3,996.25, as set out in the following table:

	Receipt/Estimate From	For	Paid On	Amount T.T. paid
1	Landlord	April 2019		\$962.50
2	Etransfer record	May and June (partial)	June 17/19	\$1,202.50
3	Etransfer record	July (partial)	July 6/19	\$650.00
4	Etransfer records	August (partial)	Aug 7 & 12/19	\$700.00
5	Security Deposit	Rent owing	Per undated text	\$481.25
			Total Rent Paid	\$3,996.25

The Tenant did not attend the hearing or provide any evidence in defence of the Landlord's Application.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 26 of the Act states: “A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.” There is no evidence before me that the Tenant had a right to deduct any portion of the rent from the monthly rent due to the Landlord.

Accordingly, I award the Landlord recovery of \$816.25 in unpaid rent from the Tenant, pursuant to section 67 of the Act. I also award the Landlord recovery of the \$100.00 Application filing fee, pursuant to section 72 of the Act.

Pursuant to sections 26, 67 and 72 of the Act, I award the Landlord a Monetary Order of **\$916.25** in recovering of the unpaid rent and the Application filing fee.

Conclusion

The Landlord is successful in his Application for compensation for unpaid rent from the Tenant, as the Tenant did not dispute the Landlord's Application or provide any evidence to counter that of the Landlord in this regard. The Landlord is awarded recovery of \$816.25 in unpaid rent pursuant to section 67 of the Act, and he is also awarded recovery of the \$100.00 Application filing fee pursuant to section 72. Based on the Landlord's undisputed evidence before me, I award the Landlord with a Monetary Order in the amount of **\$916.25**

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: May 26, 2020

Residential Tenancy Branch