



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Top Vision Realty Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, 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 an order of possession for unpaid rent, further to having served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent of \$1,100.00. The Landlord also applied for a monetary order for unpaid rent of \$1,100.00, retaining the security deposit to apply to this claim; and to recover the \$100.00 cost of their Application filing fee.

An agent for the Landlord, C.F.C. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony, but no one attended on behalf of the Tenants. The teleconference phone line remained open for over 15 minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, 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 Agent.

I explained the hearing process to the Agent and gave him an opportunity to ask questions about the hearing process. During the hearing the Agent 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 Tenants 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 Tenants with the Notice of Hearing documents by

posting them on the rental unit door and by emailing the documents to the Tenants, both on April 17, 2020. I find that the Tenants were 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 Agent in the absence of the Tenants.

### Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application documents, and in the hearing the Agent confirmed these addresses. He also confirmed his understanding that the Decision would be emailed to both Parties and any Orders would be sent to the appropriate Party.

At the outset of the hearing, the Agent said that the Tenants had abandoned the rental unit on the Victoria Day long weekend in May 2020; therefore, he said the Landlord no longer needs an order of possession, only a monetary order for unpaid rent and for the reimbursement of the \$100.00 Application filing fee. I dismiss the Landlord's Application for an order of possession without leave to reapply.

### 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 their \$100.00 Application filing fee?

### Background and Evidence

The Agent confirmed the tenancy details contained in the tenancy agreement he submitted. These details include that the fixed term tenancy began on June 16, 2017; it ran to July 31, 2018, and it then operated on a month-to-month basis. According to the tenancy agreement, the Tenants paid the Landlord a monthly rent of \$1,800.00, due on the first day of each month, and the Tenants paid the Landlord a security deposit of \$900.00, and no pet damage deposit.

The Agent said that the Tenants only paid \$700.00 in rent in March 2020, and that they failed to pay any rent in April or May 2020. He said they, therefore, owe the Landlord \$4,700.00 in unpaid rent, plus recovery of the \$100.00 Application filing fee.

### 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 Tenants had a right to deduct any portion of the rent from the monthly rent due to the Landlord.

Based on the undisputed evidence before me in this matter, I find that the Tenants owe the Landlord \$4,700.00 in unpaid rent. I, therefore, award the Landlord with recovery of **\$4,700.00** in unpaid rent from the Tenants, pursuant to section 67 of the Act.

Given the Landlord’s success in this proceeding, I also award the Landlord with recovery of the **\$100.00** Application filing fee.

#### Summary and Set Off

I find that this claim meets the criteria under section 72(2)(b) to be offset against the Tenant’s \$900.00 security deposit in partial satisfaction of the Landlord’s awards.

	Claim for amount owing	Amount of Unpaid Rent
1	March 2020	\$1,100.00
2	April 2020	\$1,800.00
3	May 2020	\$1,800.00
4	Application filing fee	\$100.00
5	Sub-total	\$4,800.00
6	Less security deposit	(\$900.00)
	<b>Total monetary order</b>	<b>\$3,900.00</b>

I authorize the Landlord to retain the Tenants’ \$900.00 security deposit in partial satisfaction of the award for unpaid rent and recovery of the Application filing fee. I award the Landlord a monetary order for the remaining amount owing by the Tenants to the Landlord of **\$3,900.00** from the Tenants.

Conclusion

The Landlord's Application for an order of possession is dismissed without leave to reapply, as the Tenants abandoned the rental unit.

The Landlord is successful in their Application for a monetary award of \$4,700.00 for unpaid rent. The Landlord is also awarded recovery of the \$100.00 Application filing fee.

The Landlord is authorized to retain the Tenants' \$900.00 security deposit in partial satisfaction of this award. The Landlord is, therefore, granted a Monetary Order in the amount of **\$3,900.00** from the Tenants.

This Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: June 10, 2020

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Residential Tenancy Branch