



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTEND RENTAL SOLUTIONS
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, MNRL, FFL

Introduction

On April 4, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for unpaid rent and security deposit, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 45-minute hearing. The Landlord testified that she served the Tenant with the Notice of Dispute Resolution Proceeding by email on April 8, 2020 and that they Tenant responded by text on several occasions acknowledging the Residential Tenancy Branch hearing in July. I find that the Tenant has been duly and deemed served with the Notice of Dispute Resolution Proceeding on April 11, 2020, and in accordance with both sections 71 and 89 of the Act and the Director’s Order in relation to the COVID-19 pandemic.

Rule 7.3 of the *Residential Tenancy Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenant did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

Issues to be Decided

Should the Landlord receive a Monetary Order for unpaid rent and security deposit, in accordance with Section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

The one-year, fixed-term tenancy began on February 7, 2020. The rent is \$5,450.00 and is unclear on the Tenancy Agreement as to what date each month it is due. The Tenant was required to pay a security deposit of \$2,725.00 of which the Landlord has collected a portion.

The Landlord originally claimed that both April and May 2020 rent was outstanding; however, clarified during this hearing that the Tenant has paid rent in May, June and July 2020 and that there is only one month in rental arrears.

The Landlord submitted a monetary order worksheet to also document that the Tenant still owed an outstanding balance of \$400.00 for the security deposit, and that the Landlord is open to establishing a “reasonable payment plan” with the Tenant.

Analysis

The Landlord has claimed that there is one month’s rental arrears in the amount of \$5,450.00. The Landlord has also indicated in her testimony and evidence that they are willing to negotiate a payment plan with the Tenant.

After considering the Landlord’s testimony and evidence; taking into consideration that the Tenant has been paying rent regularly over the last three months; that the Landlord is amenable to a payment plan; and in view of the many developments to the Act during the COVID-19 State of Emergency, I find that issuing a Monetary Order for the outstanding rent may not be the best remedy.

I dismiss the Application for Dispute Resolution with leave to reapply and encourage the Landlord to communicate with the Tenant about a repayment plan. The Residential Tenancy Branch will continue to provide updates for Landlords and Tenants on their website.

Conclusion

I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the Legislation.

In the event that the parties decide to reapply for Dispute Resolution, they will be required to resubmit all written evidence, upon which they intend to rely, to each other

again. They will also need to submit their evidence to the Residential Tenancy Branch's online portal again.

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: July 08, 2020

Residential Tenancy Branch