



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sunlife Assurance Company of Canada db as
Forte and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to sections 38, 67 and 72 of the *Residential Tenancy Act*, for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The landlord testified that the notice of hearing and evidence package was served on the tenant on June 08, 2020 by email. Under the order of the Director dated March 18, 2020, a document could be served by email for the duration of the state of emergency due to the Pandemic. The landlord stated that the tenant responded to the email by replying on June 08, 2020. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2015. The monthly rent is \$11,846.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$825.00.

The landlord testified that the tenant failed to pay rent that was due on December 01, 2019 and January 01, 2020 in the amount of \$1,800.00 per month. On February 07, 2020, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent. The landlord made application for an order of possession and was granted one on March 05, 2020.

The landlord testified that the tenant did not comply with the order of possession. On March 18, 2020, a state of emergency was declared by the Province and therefore the landlord did not attempt to enforce the order.

The rent increased to \$1,846.00 effective February 01, 2020 with proper notice by the landlord. The tenant continued to occupy the rental unit without paying rent and as of the date of this hearing, the tenant owed \$18,368.00 in unpaid rent. The landlord filed a ledger of rent owed/paid on the tenant's account. On June 02, 2020, the landlord made this application to recover unpaid rent and the filing fee.

Analysis

Based on the undisputed sworn testimony of the landlord, the documents filed into evidence and in the absence of evidence to the contrary, I accept the landlord's evidence in respect of the claim. I find that the landlord is entitled to her monetary claim of \$18,368.00 for unpaid rent. Since the landlord has proven her case, I grant her the recovery of the filing fee of \$100.00 for a total established claim of \$18,468.00.

I order that the landlord retain the security deposit of \$825.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$17,643.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$17,643.00**.

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: September 03, 2020

Residential Tenancy Branch