



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

The landlord filed an Application for Dispute Resolution on May 25, 2020 seeking an order to recover monetary loss of unpaid rent. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on September 25, 2020 pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing and their prepared evidence to the tenant “immediately upon filing” their Application. They stated the tenant provided confirmation via email that they received the notice of this hearing and the landlord’s prepared evidence. The landlord also sent their materials via registered mail. This was the same materials that were provided to the Residential Tenancy Branch in preparation for this hearing.

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the tenant were sufficiently served with notice of this hearing, as well as the landlord’s evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

### Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to the terms therein. Both the landlord and tenant signed this agreement on January 11, 2017. The tenancy started on January 1, 2017 for a fixed term ending on November 30, 2017 and continued on a month-to-month basis after that. The monthly rent at the start of the tenancy was \$1,000.00 per month. The rent fluctuated to \$1,300 and was split equally with another tenant when a second tenant was present. The tenant paid a security deposit of \$500.00.

The tenant gave their notice of the end of tenancy four days prior to their move-out date of May 1, 2020. The landlord met with the tenant the following day and presented an agreement of rent amounts owing over the past year. The tenant signed the agreement and a witness present also signed. The landlord presented a copy of these agreement showing the total amount of \$4,560, and a payment schedule setting out biweekly payments from May 15, 2020 through to July 15, 2020. The landlord also presented a ledger of rent amounts paid since March 1, 2018 onwards.

The landlord provided a copy of an e-Transfer dated May 15, 2020, showing the tenant forwarded \$500.00. This was \$500.00 shy of the initial set \$1000.00 payment due on May 15, 2020. The landlord stated they waited for extra payment, then filed this Application on May 25, 2020.

From the initial amount owing of \$4,560.00, the landlord reduced the claim amount by \$500.00, to make their claim in this hearing for \$4,060.00.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

### Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. They provided the specific terms of the rental amount. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenant failed to pay the full amount for rent owing. This is set out in the agreement signed with the landlord on May 2, 2020, and with an e-Transfer notification. I find the landlord is entitled to an award for the amount claimed: \$4,060.00.

As the landlord is successful, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

Pursuant to sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$4,160.00. The landlord is provided with this Order in the above terms and the tenant must be served with **this Order** as soon as possible. Should the tenant fail to comply with this Order, this 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: September 25, 2020

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Residential Tenancy Branch