



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 MNRL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on June 17, 2020, wherein the Landlord sought monetary compensation from the Tenant for unpaid rent, authority to retain their security and pet damage deposit and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on October 9, 2020. Only the Landlord's Property Manager, C.C., called into the hearing. He gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:42 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Property Manager and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Property Manager testified that he served the Tenant with the Notice of Hearing and the Application on June 17, 2020 by email.

At the time of service, and by Director's Order dated March 30, 2020, notice of a hearing was able to be served by e-mail if the sender and recipient e-mail addresses have been routinely used for tenancy matters. The Property Manager confirmed that he regularly communicated with the Tenant by email during the tenancy. He also noted that when the Tenant gave notice to end her tenancy, she asked the Landlord to communicate with him via email. The Landlord confirmed that on June 18, 2020 the

Tenant confirmed receipt of the email enclosing notice of the hearing by responding to the Landlord. A copy of this communication was provided in evidence before me. As such, I find that the Tenant was served with Notice of this participatory hearing on June 18, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord and relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant for unpaid rent?
2. Should the Landlord be authorized to retain the Tenant's security and pet damage deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

The Property Manager confirmed that this tenancy began December 1, 2015. He further confirmed that at the start of the tenancy rent was \$950.00. The Tenant also paid a security deposit in the amount of \$475.00 and a pet damage deposit in the amount of \$475.00. At the time the tenancy ended rent was payable in the amount of \$1,024.55 (The Landlord provided copies of the rent increases notices which were served on the Tenant during her tenancy.)

The Property Manager further stated that on April 9, 2020 the Tenant gave notice to end her tenancy effective May 31, 2020. A copy of her letter was provided in evidence. At the time the tenancy ended the Tenant owed \$1,699.10 for April and May 2020 rent as she only paid \$350.00 of the \$1,024.55 rent for April 2020 and failed to pay anything for May 2020.

Analysis

After consideration of the testimony and evidence before me and on a balance of probabilities I find as follows.

I accept the Landlord's undisputed testimony and evidence that monthly rent was payable in the amount of \$1,024.55 at the time the tenancy ended. Section 26 of the *Act* provides that a Tenant must pay rent when rent is due. I accept the Property Manager's testimony and find the Tenant failed to pay rent as required for April and May 2020 leaving a balance of \$1,699.10 owing. The Landlord is therefore entitled to recovery of these amounts. As the Landlord has been successful in their Application, I also award them recovery of the \$100.00 filing fee for a total award of **\$1,799.10**.

Pursuant to sections 38 and 72 of the *Act*, I authorize the Landlord to retain the Tenant's \$475.00 security deposit and \$475.00 pet damage deposit towards the \$1,799.10 awarded and I grant the Landlord a Monetary Order for the **\$849.10** balance due. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

Conclusion

The Landlord's request for monetary compensation from the Tenant for unpaid rent and recovery of the filing fee is granted. The Landlord may retain the Tenant's deposits and is granted a Monetary Order for the balance due.

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: October 09, 2020

Residential Tenancy Branch