



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL-S, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended the hearing with the agent AC ("the landlord") and had the opportunity to call witnesses and present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 16 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

Service

The landlord testified the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by email on June 22, 2020 sent to the tenant's email

address customarily used by the tenant in communicating with the landlord. The landlord submitted a copy of the email.

The Director's Order of March 30, 2020 provided that service may be affected during the State of Emergency as follows:

Pursuant to sections 71(2)(b) and (c) of the *Residential Tenancy Act* and sections 64(2)(b) and (c) of the *Manufactured Home Park Tenancy Act*, I order that, until the declaration of the state of emergency made under the *Emergency Program Act* on March 18, 2020 is cancelled or expires without being extended:

- a document of the type described in section 88 or 89 of the *Residential Tenancy Act* or section 81 or 82 of the *Manufactured Home Park Tenancy Act* has been sufficiently given or served for the purposes of the applicable Act if the document is given or served on the person in one of the following ways:

(.....)

the document is emailed to the email address that the person to whom the document is to be given or served has routinely used to correspond about tenancy matters from an email address that the person giving or serving the document has routinely used for such correspondence, in which case the document is deemed to have been received three days after it was emailed

Based upon the affirmed testimony of the landlord, I find the landlord served the tenant by email in compliance with the Director's Order on June 25, 2020.

Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the landlord's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided the following undisputed testimony as the tenant did not attend the hearing.

This tenancy began on June 1, 2019. Monthly rent in the amount of \$3,400.00 was payable on the first day of each month. A written tenancy agreement was signed by both parties. The landlord stated that he was unable to find the signatory page of the agreement and testified as to the tenancy relationship between the parties. A copy of the remaining pages were submitted by the landlord as evidence.

The tenancy was a 6-month fixed term due to end of November 30, 2019 intended to continue thereafter on a month-to-month basis.

A security deposit of \$1,700.00 was paid by the tenant to the landlord.

The tenant provided written notice to the landlord dated October 1, 2019 that the tenant intended to vacate on October 31, 2019. A copy of the written notice was submitted as evidence. The tenant did not pay rent for the month of October 2019. The landlord brought these proceedings on October 12, 2019.

The tenant vacated the unit before the end of October 2019.

The tenant has not provided the landlord with authorization to apply the security deposit to outstanding rent. The landlord has not received the tenant's forwarding address from the tenant.

The landlord submitted a Monetary Order Worksheet indicating that \$3,400.00 rent for October 2019 is owing by the tenant and remained unpaid.

The landlord requested an order authorizing the landlord to apply the security deposit to the outstanding rent. The landlord requested a monetary order as follows:

ITEM	AMOUNT
Rent	\$3,400.00
(Less security deposit)	(\$1,700.00)
Monetary Award Requested	\$1,700.00

The landlord also requested reimbursement of the filing fee for a total monetary award requested of \$1,800.00.

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Analysis

The landlord provided undisputed evidence at this hearing as the tenant did not attend.

I have reviewed all documentary evidence and testimony.

I find the tenant did not pay the overdue rent and that rent for October 2019 in the amount of \$3,400.00 is owing the landlord. I accept the landlord's evidence in this regard.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a monetary award pursuant to section 67 in the amount of \$3,400.00 for unpaid rent.

As the landlord was successful in this application, I award the landlord reimbursement of the \$100.00 filing fee.

Pursuant to section 72, I authorize the landlord to retain the security deposit in partial satisfaction of the monetary award.

In conclusion, I grant the landlord a monetary award in the amount of \$1,800.00.

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Conclusion

I grant the landlord a monetary award in the amount of \$1,800.00.

This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 27, 2020

Residential Tenancy Branch