



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for a monetary order for rent pursuant to section 67.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 2:10 p.m. to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. 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 landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified he served the tenant with the Application for Dispute Resolution Proceedings Package by email on June 17, 2020 at 7:59 p.m. The email address is the one noted on the landlord's Application for Dispute Resolution Proceedings Package. The landlord testified the tenant had previously communicated with him using the same email address on May 6, 2020 at 11:08 p.m. with the subject matter being a visit made by the landlords to the rental unit on May 4th. I am satisfied the landlord served the tenant with the Application for Dispute Resolution Proceedings Package by email on June 20, 2020, three days after sending the email in accordance with the director's order dated March 30, 2020 allowing for service by email that was in effect at the time.

Preliminary Issue

The landlord named a party who did not sign the tenancy agreement on the Application for Dispute Resolution. The landlord believes the tenant sub-let the rental unit to this other person during the tenancy. As this person is not a tenant as defined by the

Residential Tenancy Act, I dismissed the claim against this second person at the commencement of the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for rent?

Background and Evidence

The landlord gave the following undisputed testimony. The fixed one-year tenancy began on January 1, 2019 becoming month to month at the end of the year. Rent was set at \$2,765.00 per month payable on the first day of the month and a security deposit of \$1,350.00 was collected at the commencement of the tenancy.

The tenant paid rent up until the end of March, 2020 but only paid \$1,485.00 of the rent for April, on April 6, 2020. The tenant requested that the landlord use the security deposit to cover the remainder of the April rent. The landlords didn't want to do so, but felt they had no choice but to accept.

The landlords reduced rent to \$1,800.00 per month due to the Covid-19 pandemic commencing May 1st. On May 4th, the landlord testified he visited the rental unit based on a 24 hour notice to enter, however he left when the tenant called the police. The tenant emailed the landlord on May 7th, indicating his displeasure with the landlord's visit and that they are *"not welcome to visit until May 8th when I leave"*. No copies of the emails were provided as evidence by the landlord. The landlord testified that the tenant advised him on numerous occasions that he planned on returning to his country of origin but due to the pandemic, his flights continually got cancelled. The landlord was therefore unaware when the tenant finally vacated the rental unit, since the tenant never notified him.

Sometime in June (dates not provided) the landlord emailed the tenant asking for the rent, however the tenant did not respond. The landlord does not know whether the tenant remained in the rental unit beyond May 8th, as the tenant disconnected his cell phone and stopped responding to email. It wasn't until sometime in August (date not provided) that the landlord discovered the tenant had vacated the rental unit. The landlord seeks rent for the months of May and June at \$1,800.00 per month. He is not seeking compensation for July or August.

Analysis

In response to the global Covid-19 pandemic, the Minister of Public Safety and Solicitor General for British Columbia issued Ministerial Order MO 89/20, the Residential Tenancy (Covid-19) Order on March 30, 2020. (hereinafter called the Covid-19 order).

The Covid-19 order was in effect between March 30th and June 23rd, 2020. During this time, landlords were restricted from accessing rental units and from serving tenants with notices to end tenancy. This applied to situations where tenants failed to pay rent throughout this period.

The landlord provided undisputed testimony that in May he reduced rent to \$1,800.00 per month and that the tenant didn't pay rent for the month of May or June. The tenant stopped communicating with the landlord by discontinuing his cell phone service and not responding to the landlord's emails. The tenant did not provide the landlord with any notice that he would vacate the rental unit before doing so and the landlord was unable to physically check in on the rental unit until the June 23rd due to the Covid-19 order described above. For these reasons, I find the tenant abandoned the rental unit as of June 23rd, 2020.

Section 26 of the Act states a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. I find the tenant did not have any such right and failed to pay rent up until the time of abandonment. For breaching section 26 of the Act, the landlord is entitled to compensation of \$1,800.00 for May and \$1,800.00 for June rent, a total of \$3,600.00.

Conclusion

Pursuant to section 67, I issue a monetary order in the landlord's favour in the amount of **\$3,600.00**. The tenant must be served with this Order as soon as possible. Should the tenants 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: October 09, 2020

Residential Tenancy Branch