



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for:

- a monetary order for compensation for unpaid rent, pursuant to section 67 of the *Act*;
- an authorization to retain the tenant's security deposit, under section 38 of the *Act*; and
- an authorization to recover the filing fee for this application, pursuant to section 72 of the *Act*.

I left the teleconference connection open until 1:50 P.M. to enable the tenant to call into this teleconference hearing scheduled for 1:30 P.M. The tenant did not attend the hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. 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.

I accept the landlord's testimony that the tenant was served with the application and evidence (the materials) by registered mail on June 26, 2020, in accordance with section 89(1)(c) of the *Act* (the tracking number is recorded on the cover of this decision).

Section 90 of the *Act* provides that a document served in accordance with Section 89 of the *Act* is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail the tenant is deemed to have received the materials on July 01, 2020, in accordance with section 90 (a) of the *Act*.

Rule of Procedure 7.3 allows a hearing to continue in the absence of the respondent.

Issues to be Decided

Is the landlord entitled to:

1. monetary order for compensation for unpaid rent?
2. an authorization to recover the filing fee for this application?

Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending party, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below. I explained rule 7.4 to the attending party; it is her obligation to present the evidence to substantiate her application.

The landlord testified the periodic tenancy started on September 01, 2018 and the tenant abandoned the rental unit on or around July 02, 2020. Monthly rent was \$870.00 due on the first day of the month. At the outset of the tenancy a security deposit of \$425.00 was collected and the landlord still holds it in trust. The tenancy agreement was submitted into evidence.

The landlord did not receive any payment for rent due on May, June and July 01, 2020. The landlord communicated with the tenant and tried to establish a repayment plan. The tenant did not reply to the landlord's communication.

The landlord conducted a rental unit inspection on July 02, 2020 and learned the rental unit was abandoned. The tenant did not give notice to end tenancy and did not provide a forwarding address.

The landlord is seeking a monetary compensation in the amount of \$2,610.00 for unpaid rent due on May, June and July 01, 2020.

Analysis

Section 26(1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act.

Based on the tenancy agreement and the landlord's testimony, I find that the tenant was obligated to pay the monthly rent in the amount of \$870.00 on the first day of each month and owes the landlord \$2,610.00 for May, June and July 2020 rent.

As explained in section D.2 of Policy Guideline #17, the monetary amount or cost awarded to a landlord may be deducted from the security deposit held by the landlord. I order the landlord to retain the tenant's security deposit of \$425.00 in partial satisfaction of the monetary losses incurred in this tenancy.

As the landlord was successful in this application, I find the landlord is entitled to recover the \$100.00 filing fee.

In summary:

Unpaid rent (May, June and July 2020)	\$2,610.00
Filing fee	\$100.00
Subtotal	\$2,710.00
Minus deposit	\$425.00
Total monetary award	\$2,285.00

Conclusion

Pursuant to sections 67 and 72 of the Act, I authorize the landlord to retain the tenant's security deposit of \$425.00 in partial satisfaction of losses incurred and grant the landlord a monetary order in the amount of **\$2,285.00**.

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: October 16, 2020

Residential Tenancy Branch