



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Belmont Properties
and [tenant name suppressed to protect privacy]

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 apply the security deposit to the award and to recover the filing fee for this application pursuant to section 72.

The landlord's agents AG and SJ attended the hearing for the landlord ("the landlord"). The landlord 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 fourteen 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.

The landlord testified the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on July 31, 2020 to the

tenant's residence and deemed received by the tenant five days later under section 90 of the *Act*, on August 5, 2020.

The landlord provided the Canada Post tracking number and copy of the receipt in support of service.

Based upon the affirmed testimony of the landlord and the documentary evidence, I find the landlord served the tenant by registered mail sent to the address at which the tenant resided. Pursuant to sections 89 and 90, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution as set out above.

Preliminary Issue

The landlord requested an amendment to the landlord's application to request that the landlord be authorized to increase the monetary award from \$3,074.00 to \$9,084.00. The landlord brought the application on July 29, 2020 and the tenant vacated without notice on November 3, 2020. The landlord claimed arrears and rent for the month of December 2020 because of failure of the tenant to provide the required notice.

The landlord clarified the claim as follows:

ITEM	AMOUNT
Outstanding rent to December 31, 2020	\$9,084.00
Reimbursement filing fee	\$100.00
(Less security deposit)	(\$475.00)
MONETARY AWARD REQUESTED	\$8,609.00

Section 4.2 of the Rules of Procedure provides that a landlord's monetary claim may be amended at the hearing in circumstances that can reasonably be anticipated.

I find the tenant could reasonably anticipate the landlord's claim would be amended to include outstanding rent that accumulated after the landlord filed the application. The amendment would not be prejudicial to the respondent.

Pursuant to my authority under section 64(3)(c) of the *Act*, I amended the landlord's applications to allow the landlord to request that the outstanding rent in the amount of \$9,084.00.

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 February 1, 2015. Monthly rent in the amount of \$1,076.00 was payable on the first day of each month. A written tenancy agreement was signed by both parties. The landlord submitted a copy of the agreement.

A security deposit of \$475.00 was paid by the tenant to the landlord which the landlord holds.

The tenant did not provide any notice to the landlord and moved out of the unit on November 3, 2020. The tenant did not pay rent for the month of November 2020. The landlord claimed outstanding rent including December 2020 in the total amount of \$9,084.00. The landlord brought these proceedings on July 29, 2020.

The tenant has not provided the landlord with authorization to apply the security deposit to outstanding rent.

The landlord submitted a Monetary Order Worksheet and copies of the tenant's ledger indicating that \$9,084.00 rent 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 and reimbursement of the filing fee. The landlord requested a Monetary Order as follows:

ITEM	AMOUNT
Outstanding rent to December 31, 2020	\$9,084.00
Reimbursement filing fee	\$100.00
(Less security deposit)	(\$475.00)
MONETARY AWARD REQUESTED	\$8,609.00

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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 to December 31, 2020 in the amount of \$9,084.00 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 \$9,084.00 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 **\$8,609.00** calculated as follows:

ITEM	AMOUNT
Outstanding rent to December 31, 2020	\$9,084.00
Reimbursement filing fee	\$100.00
(Less security deposit)	(\$475.00)
MONETARY AWARD	\$8,609.00

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Conclusion.

I grant the landlord a monetary award in the amount of **\$8,609.00**.

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: November 18, 2020

Residential Tenancy Branch