



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, OLC, FFT, OPR, MNRL, MNDC, FFL

Introduction

In the first application the tenants seek to cancel a ten day Notice to End Tenancy for unpaid September 2020 rent and for an order restricting the landlord's right of entry.

In the second application the landlord seeks an order of possession pursuant to the ten day Notice, a monetary award for unpaid rent and utilities and an award for the cost of cleaning and repairing the rental unit.

Neither tenant attended for the hearing within 30 minutes after its scheduled start time at 11:00 a.m. on November 30, 2020. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord RN, his assistant MC and this arbitrator were the only ones who had called into this teleconference during that period.

As a result, the tenants' application is dismissed without leave to re-apply.

RN testifies that he attended at the rental unit in early October and determined the tenants had abandoned it. His photos show the home to be in significant disarray and the bedrooms to be lacking any beds. I am satisfied the tenants no longer resided there. There is no need for an order of possession.

RN and MC testify that the tenants did not provide a forwarding address. RN served the application for dispute resolution on the tenants by sending it to an address in a nearby city where they think the tenants are living. That address was discovered by web searching the "psychic" business RN knew the tenant VD was carrying on while living at the rental unit. VD's website for her business showed a new address. RN drove by the

address and determined that it was a residential house and that the tenant BD's grey Dodge Caravan was parked there.

The landlord then sent the application for dispute resolution to the tenants at that address, by registered mail (tracking numbers shown on cover page of this decision). Canada Post records show the mail was delivered on the tenants on October 30, 2020.

On this evidence I find that the tenants have been duly served with the landlord's application by sending it by registered mail to an address at which the tenants reside, in accordance with s. 89(1)(c) of the *Residential Tenancy Act*.

The landlord testifies that the tenants have paid no rent for the months of March to September 2020. I accept this evidence and award the landlord \$16,450.00 in unpaid rent, as claimed.

The landlord testifies that the tenants failed to pay a \$387.34 Hydro bill and produce that bill. I accept this evidence and award the landlord \$387.34.

The landlord withdraws his claim for cleaning and repair of the rental unit. He is free to re-apply and I grant him any leave required to do so.

I award the landlord recovery of the \$100.00 filing fee.

I authorize the landlord to retain the \$1150.00 security deposit in reduction of the amount awarded. He will have a monetary order against the tenants, jointly and severally, for the remainder of \$15,787.34.

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 30, 2020

Residential Tenancy Branch