



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNRL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on July 30, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent;
- a monetary order for damage, compensation, or loss; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on November 20, 2020 as a teleconference hearing. The Landlord appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 25 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant by registered mail on August 10, 2020. The Landlord stated that he obtained the Tenant's forwarding address by employment the service of a Skip Tracer. The Landlord submitted a copy of the Canada Post registered mail receipt, as well as the result of the Skip Tracer in support. Based on the oral and written submissions of the Landlord, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on August 15, 2020, the fifth day after the registered mailing. The Tenant did not submit documentary evidence in response to the Application.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However,

only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to a monetary order for damage, compensation, or loss, pursuant to Section 67 of the *Act*?
3. Is the Landlord entitled to an order granting the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified and the tenancy between the parties began on January 1, 2016. During the tenancy, the Tenant was required to pay rent to the Landlord in the amount of \$1,350.00 which was due on the first day of each month. The Landlord stated that the Tenant was also required to pay 60 percent of the utilities to the Landlord. The Tenant paid a security deposit in the amount of \$500.00 which the Landlord continues to hold. The tenancy ended on November 1, 2018. The Landlord provided a copy of the tenancy agreement in support.

The Landlord is claiming \$4,420.95 in relation to unpaid rent and utilities which the Tenant was required to pay to the Landlord, however, the Tenant failed to do so. The Landlord provided a detailed rental ledger showing the history of rent and utility payments made by the Tenant to the Landlord. The Landlord stated that the parties attempted to establish a repayment plan, which was not adhered to by the Tenant. As such, the Landlord is claiming the remaining balance owed in the amount of \$4,420.95.

The Landlord stated that he had made a previous application for monetary compensation, however, his previous application was dismissed with leave to reapply as the Landlord did not provide sufficient evidence that he was in receipt of the Tenant's forwarding address. As such, the Landlord employed the services of a Skip Tracer, which confirmed the Tenant's current place of residence. The Landlord provided the Skip Tracer result and receipt in support. The Landlord is claiming \$559.35 which was the cost of the Skip Tracer.

The Landlord is claiming for the \$100.00 filing fee and for the cost of the registered mail in the amount of \$13.59 which was used to serve the Landlord's Application to the Tenant.

The Landlord is also claiming for the filing fee and the cost of the registered mail from the previous hearing. As noted above, the Tenant did not attend the hearing to dispute the Landlords evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms: 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.

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

The Landlord is claiming \$4,420.95 in relation to unpaid rent and utilities which the Tenant was required to pay to the Landlord. I am satisfied based on the documentary evidence and the Landlord's testimony during the hearing that the Tenant failed to pay rent and utilities to the Landlord in the amount of \$4,420.95 during the tenancy. As such, I find that the Landlord has demonstrated an entitlement to monetary compensation in the amount of **\$4,420.95**.

The Landlord is also claiming for \$559.35 which was the cost to employ a Skip Tracer to confirm the Tenant's forwarding address in order to submit and serve the Landlord's Application. I find that this cost was required in order to submit the Application as the Tenant failed to provide his forwarding address at the end of the tenancy. As such, I find that the Landlord is entitled to compensation in the amount of **\$559.35**.

The Landlord is claiming \$100.00 filing fee from a previous application. I find that this claim was included in the previous application, which was considered and dismissed in the previous decision dated June 12, 2020. As such, I find that I cannot reconsider this

portion of the Landlord's Application as the matter is *Res Judicata* and therefore dismissed without leave to reapply.

The Landlord is claiming for the cost associated with sending both Applications via registered mail to the Tenant. I find that these costs are not recoverable by the Landlord under the *Act*. As such, I dismiss this portion of the Landlord's Application without leave to reapply.

Having been partially successful, I also find the Landlord is entitled to recover the **\$100.00** filing fee paid to make this Application. I further find it appropriate in the circumstance to order that the Landlord is entitled to retain the Tenant's security deposit in partial satisfaction of the Landlord's claim.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$4,580.30, which has been calculated as follows:

Claim	Amount
Unpaid rent and utilities:	\$4,420.95
Skip Tracer:	\$559.35
Filing fee:	\$100.00
<i>Less security deposit</i>	<i>-(\$500.00)</i>
TOTAL:	\$4,580.30

Conclusion

The Landlord is granted a monetary order in the amount of \$4,580.30. The monetary order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 23, 2020

Residential Tenancy Branch