



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent in the amount of \$5,600.00, and to recover the \$100.00 cost of his Application filing fee.

The Landlord, M.L., appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 15 minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

I explained the hearing process to the Landlord and gave him an opportunity to ask questions about the hearing process. During the hearing the Landlord was given the opportunity to provide his evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that he served the Tenants with the Notice of Hearing documents by Canada Post registered mail, sent on October 2, 2020. He said they had not left their forwarding address; however, he served them with the hearing documents mailed to the rental unit address, in case they had forwarded their mail from there.

According to RTB Policy Guideline 12, "Where the Registered Mail is refused or deliberately not picked up, receipt continues to be deemed to have occurred on the fifth day after mailing." I find that abandoning the rental unit without having given a

forwarding address, is a form of refusing service of the hearing documents. I find the Tenants were deemed served with the Landlord's Application, the Notice of Hearing, and documentary evidence on October 7, 2020. The Landlord provided a Canada Post tracking number as evidence of service. I find that the Tenants were deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenants.

### Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses at the outset of the hearing and confirmed his understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

### Background and Evidence

The Landlord said that the rental unit is a manufactured home that he owns, and that he pays the manufactured home park pad rent and charges tenants to live there, pursuant to the *Residential Tenancy Act*.

The Landlord provided a copy of the tenancy agreement, and in the hearing, he confirmed that the fixed-term tenancy began on June 15, 2020, and was to run to July 1, 2020, and then operate on a month to month basis. The tenancy agreement states that the Tenants agreed to pay the Landlord a monthly rent of \$1,400.00, due on the first day of each month. The tenancy agreement state that the Tenants agreed to pay the Landlord a security deposit of \$700.00, and no pet damage deposit.

The Tenants did not attend the hearing, and the Landlord said that they vacated the residential property in August 2020, without having given a notice to end tenancy or their forwarding address.

The Landlord said the Tenants never paid any rent or the security deposit during the short-lived tenancy. The Landlord said he charged the Tenants only \$700.00 for June 2020, because they only occupied the rental unit from June 15, 2020 going forward.

The Landlord said that the Tenants disappeared in August, but he gave them an eviction notice in September, when they did not pay any rent then, either. He said he posted the 10 Day Notice to End the Tenancy for Unpaid Rent on the rental unit door on September 2, 2020. He said he waited three business days, and then gave them a 10-day waiting period before he considered them officially evicted. He said he started moving their possessions out of the rental unit and into a storage facility, for which he paid 60 days of storage, pursuant to section 25 of the *Residential Tenancy Act* Regulation. The Landlord said that after that, it's up to the Tenants to collect their possessions from the storage facility.

The Landlord submitted a monetary order worksheet with the following amounts claimed as unpaid rent.

	Receipt/Estimate From	For	Amount
1	Tenants	<del>June security deposit unpaid</del>	<del>\$700.00</del>
2	Tenants	June rent unpaid	\$700.00
3	Tenants	July rent unpaid	\$1,400.00
4	Tenants	August rent unpaid	\$1,400.00
5		September unpaid	\$1,400.00
		<b>Total monetary order claim</b>	<b>\$4,900.00</b>

I advised the Landlord that he could not collect a security deposit after the tenancy has ended; therefore, it was crossed off of the monetary order worksheet.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

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 the 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." There is no evidence before me that the Tenants had a right to deduct any portion of the rent from the monthly rent due to the Landlord.

Based on the evidence and authorities before me, I find that the Landlord is successful in his Application, as I find that the Tenants breached section 26 of the Act and the tenancy agreement by not paying the rent owing to the Landlord in June, July, August, and September 2020. Accordingly, I grant the Landlord a monetary award of \$4,900.00 in unpaid rent, pursuant to section 67 of the Act. I also award the Landlord recovery of the \$100.00 Application filing fee, pursuant to section 72 of the Act.

Accordingly, I grant the Landlord a Monetary Order of \$5,000.00 against the Tenants, pursuant to section 67 of the Act.

### Conclusion

The Landlord's Application for recovery of unpaid rent from the Tenants is successful in the amount of \$4,900.00. Further, the Landlord is awarded recovery of the \$100.00 filing fee for this Application from the Tenants.

I grant the Landlord a Monetary Order under section 67 of the Act from the Tenants in the amount of **\$5,000.00**. This Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 27, 2020

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Residential Tenancy Branch