



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

The landlord filed an Application for Dispute Resolution on August 27, 2020 seeking an order to recovery monetary loss for unpaid rent. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on November 30, 2020 pursuant to section 74(2) of the *Residential Tenancy Act* (the “*Act*”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing and their prepared evidence to the tenant on August 28, 2020. They verified the tracking information for the registered mail showed delivery on September 1, 2020. These were the same materials that they provided to the Residential Tenancy Branch in preparation for this hearing. This mailing address was that provided by the tenant at the end of the tenancy.

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the landlord served the tenant with notice of this hearing, as well as the landlord’s prepared evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

### Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to the terms therein. By the landlord's testimony, the landlord signed the agreement on May 1, 2019, and the tenant signed on May 13, 2019. The tenancy started on May 1, 2019 on a month-to-month basis. The monthly amount of rent was \$1,095 per month. A pre-authorized debit agreement for monthly rent payments accompanies the copy of the tenancy agreement in the landlord's evidence.

The landlord spoke to the situation surrounding the end of tenancy. The tenant advised the director of the rental agency to say they had given notice to move out at the end of April 2020. Upon the landlord's review, the tenant in fact did not give a notice to end tenancy.

In the Application, the landlord describes further: "Because of no notification a pre-authorization was already put through for [the] rent payment for May 1<sup>st</sup>." Because of this the landlord provided the rent amount to the tenant to cover this payment. The landlord stated that the tenant cashed this cheque and there was no rent payment for May. An email in the record shows the landlord querying the tenant about this on May 5. On May 11 the tenant stated "something came out so it was returned" and pledged to return the funds.

In the landlord's submission, this did not happen. In summary, the landlord reiterates that the tenant did not give their notice to end the tenancy.

On their Application the landlord claimed for three months of rent: March, April and May for the total claim amount of \$3,285. In the hearing they stated there were no rent payments for the prior months of March and April, prior to the tenancy ending.

The landlord provided two records showing April 2 and May 4 returns from the pre-authorized debit account, with the tenant's name attached.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

### Analysis

From the testimony and the document copy provided by the landlord, I am satisfied that a tenancy agreement was in place. The agreement shows the specific amount of rent for each month. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenant failed to pay the full amount of rent owing for April 2020. This is shown in the record as a “return/recall” for that month.

Similarly, the landlord provided their testimony on the situation in May. An email between the landlord agency and the tenant shows that the May payment failed. Additionally, the record shows a “return/recall” for that month.

The landlord described how they discovered that there was no payment of rent in March. There is no record to verify that this is the case. Additionally, the landlord in the hearing was not the person who looked into this personally. They acknowledged there was no record of “return/recall” for March.

For these reasons, I find the landlord is entitled to an award for the amount of two months rent: \$2,190.

As the landlord is successful, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

Pursuant to sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$2,290.00. 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: November 30, 2020

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Residential Tenancy Branch