



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PETER WALL YALETOWN and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on July 23, 2020 (the "Application"). The Landlord sought to recover unpaid rent, to keep the security deposit and reimbursement for the filing fee.

The Agents for the Landlord appeared at the hearing. Nobody appeared for the Tenants. I explained the hearing process to the Agents who did not have questions when asked. The Agents provided affirmed testimony.

V.S. had named himself as the landlord on the Application. V.S. advised that he is the building manager and the owner of the rental unit is the Landlord. I have therefore amended the Application to name the Landlord.

During the hearing, V.S. withdrew the request to keep the security deposit.

The Landlord had submitted evidence prior to the hearing. The Tenants had not. I addressed service of the hearing package and evidence.

V.S. testified as follows. The hearing package and evidence were sent to the Tenants by registered mail to the rental unit. The customer receipts in evidence relate to these packages.

The customer receipts include Tracking Numbers 1 and 2. I looked these up on the Canada Post website which shows the packages were sent July 24, 2020 and delivered July 27, 2020.

Based on the undisputed testimony of V.S., customer receipts and Canada Post website information, I am satisfied the Tenants were served with the hearing package and evidence in accordance with sections 88(c) and 89(1)(c) of the *Residential Tenancy Act* (the “Act”). I am also satisfied the Landlord complied with rule 3.1 of the Rules of Procedure (the “Rules”) in relation to the timing of service.

Given I was satisfied of service, I proceeded with the hearing in the absence of the Tenants. The Agents were given an opportunity to present relevant evidence and make relevant submissions. I have considered all testimony provided and reviewed all documentary evidence submitted. I will only refer to the evidence I find relevant in this decision.

#### Issues to be Decided

1. Is the Landlord entitled to recover unpaid rent?
2. Is the Landlord entitled to reimbursement for the filing fee?

#### Background and Evidence

A written tenancy agreement was submitted as evidence. It was between the Landlord and Tenants in relation to the rental unit. The tenancy started June 01, 2019 and was for a fixed term ending May 31, 2020. It then became a month-to-month tenancy. Rent was \$2,450.00 per month due on the first day of each month. The agreement is signed for the Landlord and by the Tenants.

V.S. testified that the Tenants vacated the rental unit September 30, 2020.

V.S. testified that the Tenants failed to pay rent from April to July of 2020. V.S. testified that the Tenants also failed to pay August rent and asked that this be added to the Application.

V.S. testified that the Landlord received \$300.00 per month for April to August rent from BC Housing. V.S. confirmed the Landlord is therefore seeking \$2,150.00 per month in unpaid rent from April to August of 2020.

V.S. testified that the Tenants did not have authority under the *Act* to withhold rent.

V.S. testified that the Tenants were provided a deferral agreement in relation to rent in April and a repayment plan in August; however, the Tenants did not pay any of the installments set out in these agreements.

### Analysis

I allow the Landlord to amend the Application to include August rent pursuant to rule 4.2 of the Rules.

Section 7(1) of the *Act* states that a party who does not comply with the *Act* or their tenancy agreement must compensate the other party for loss that results.

Section 26 of the *Act* states:

26 (1) 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.

Based on the undisputed testimony of V.S. and the written tenancy agreement, I am satisfied the Tenants were required to pay \$2,450.00 in rent per month.

Based on the undisputed testimony of V.S., I am satisfied the Tenants did not pay rent from April to August of 2020. Based on the undisputed testimony of V.S., I am satisfied the Landlord received \$300.00 from BC Housing for rent from April to August of 2020. Therefore, I am satisfied \$2,150.00 in rent remains outstanding for each month from April to August of 2020.

Based on the undisputed testimony of V.S., I am satisfied the Tenants did not have authority under the *Act* to withhold rent. There is no evidence before me that the Tenants did.

I note that the Landlord has sought “affected rent” as that term is defined in the *Covid-19 (Residential Tenancy Act And Manufactured Home Park Tenancy Act) (No. 3) Regulation*. I acknowledge that “affected rent” is subject to a repayment plan if a landlord seeks to end a tenancy for unpaid “affected rent”. However, here, the tenancy has ended and therefore the Landlord is entitled to recover all outstanding rent.

Given the above, I am satisfied the Landlord is entitled to recover \$10,750.00 in unpaid rent.

Given the Landlord was successful in the Application, I award the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

In total, the Landlord is awarded \$10,850.00 and is issued a Monetary Order in this amount.

### Conclusion

The Landlord is entitled to \$10,850.00. The Landlord is issued a Monetary Order in this amount. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, it 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 *Act*.

Dated: November 12, 2020

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Residential Tenancy Branch