



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1209515 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FFL

Introduction

On September 1, 2020, the Landlord submitted an Application for Dispute Resolution seeking a monetary order for unpaid rent and to recover the cost of the filing fee. The matter was set for a conference call hearing.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that he served the Tenant with the Notice of Dispute Resolution Proceeding using registered mail sent to the Tenant on September 9, 2020. The Landlord testified that he sent the registered mail to the dispute address. He testified that the Tenant moved out on September 18, 2020. The Landlord testified that he spoke to the Tenant and she acknowledged that she had received the notice of hearing package. The Landlord provided a copy of the registered mail receipt and tracking number.

I find that the Tenant was served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act. the Tenant is deemed to have received notice of the hearing on September 14, 2020.

The hearing proceeded. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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 to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The Landlord testified that he purchased the property and inherited the Tenant and the tenancy agreement on July 1, 2019. Rent in the amount of \$1,800.00 was due to be paid to the Landlord by the first day of each month.

Loss of Rent \$9,400.00

The Landlord testified that the Tenant did not pay all the rent owing under the tenancy agreement. The Landlord testified that the Tenant did not pay rent for the following months:

<u>Month</u>	<u>Rent due</u>
April 2020	\$1,800.00
May 2020	\$1,800.00
June 2020	\$1,800.00
July 2020	\$1,800.00
August 2020	\$1,800.00
September 15 2020	\$900.00
Total owing:	\$9,900.00

The Landlord provided a copy of a bank ledger showing all the rent payments that were received from the Tenant.

The Landlord testified that in April 2020 he received a \$500.00 rent subsidy payment from the government.

The Landlord requested to recover the cost of the \$100.00 filing fee and to recover the \$100.00 fee from a previous hearing.

The Landlord is seeking a monetary order in the amount of \$9,600.00.

Analysis

Section 26 of the Act provides that 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.

After considering the evidence of the Landlord, and on balance of probabilities, I make the following findings:

Loss of Rent

The Residential Tenancy Branch Policy Guideline # 52 COVID-19 Repayment Plans and Related Measures provides the following information:

*The C19 Tenancy Regulation provides that a landlord must give a tenant a repayment plan if the tenant has unpaid affected rent, unless a prior agreement has been entered into and has not been cancelled. **If the parties are no longer in a landlord-tenant relationship because the tenancy has ended, a repayment plan would not be required.***

If the tenancy has ended and the landlord wants to pursue an amount of unpaid affected rent, the landlord does not have to give the tenant a repayment plan. The landlord may apply to the RTB for a monetary order.

[my emphasis]

I find that the tenancy ended on September 18, 2020 and the Landlord is no longer required under the tenancy regulation to give the Tenant a repayment plan.

I find that the Tenant failed to pay the Landlord all the rent owing under their tenancy agreement.

I accept the Landlord's testimony that the Tenant failed to pay rent in the amount of \$9,900.00 for the months of April 2020 to September 15, 2020. After setting off the \$500.00 subsidy payment, I award the Landlord the amount of \$9,400.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. The Landlord's request to recover the filing fee for a previous hearing is denied.

I grant the Landlord a monetary order in the amount of \$9,500.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Landlord established a claim for unpaid rent, and the cost of the filing fee in the amount of \$9,500.00.

The Landlord is granted a monetary order in the amount of \$9,500.00.

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: December 14, 2020

Residential Tenancy Branch