



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on August 14, 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;
- a order to retain the Tenants' security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on December 4, 2020 as a teleconference hearing. The Landlord appeared at the appointed date and time. No one appeared for the Tenants. The conference call line remained open and was monitored for 14 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 had applied for an order granting substitute service. In the July 20, 2020 decision, the Landlord was permitted to serve the Tenants via email. The Landlord stated that she sent the Application and documentary evidence package to the Tenants via email on August 29, 2020. Based on the oral submissions of the Landlord, and in accordance with sections 71 and 90 of the *Act*, I find that the Tenants are deemed to have been served with the Application and documentary evidence on September 1, 2020. The Tenants 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 monetary order for damage, compensation, or loss, pursuant to Section 67 of the *Act*?
3. Is the Landlord entitled to an order to retain the Tenants' security deposit, pursuant to Section 72 of the *Act*?
4. 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 October 1, 2019. Rent in the amount of \$1,200.00 was due to the Landlord on the first day of each month. The Tenants paid a security deposit to the Landlord in the amount of \$600.00 which the Landlord continues to hold.

The Landlord stated that the Tenants failed to pay rent when due in November and December 2019, as well as in January and February 2020. The Landlord stated that the Tenants abandoned the rental unit on February 29, 2020 and did not provide their notice to end tenancy to the Landlord. As such, the Landlord is claiming for loss of rent for March 2020 as well. The Landlord is seeking compensation in the amount of \$6,000.00 for loss of rent.

The Landlord stated that the Tenants refused to provide her with their forwarding address. As such, the Landlord employed the services of a Skip Tracer to locate the whereabouts of the Tenants. The Landlord is therefore claiming to recover the cost in the amount of \$131.25. The Landlord provided a copy of the invoice in support.

If successful, the Landlord is also claiming the return of the filing fee paid to make the Application. As noted above, the Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged 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.

I accept that the Tenants were required to pay rent to the Landlord in the amount of \$1,200.00 due on the first day of each month. I accept that the Tenants failed to pay rent to the Landlord in November 2019, December 2019, and January 2020, February 2020. I find that there is no evidence from the Tenants that they had the right to deduct this portion of rent, therefore, I find that the Landlord is entitled to monetary compensation in the amount of **\$4,800.00** for unpaid rent.

According to Section 45 of the Act, a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that; (a) is not earlier than one month after the date the landlord receives the notice, and (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case, I accept that the Tenants failed to provide their notice to end tenancy to the Landlord in accordance with Section 45 of the Act. As such, I find that the Landlord is entitled to monetary compensation in the amount of **\$1,200.00** for the loss of March 2020 rent.

The Landlord is also claiming \$131.25 in relation to employing the services of a Skip Tracer as the Tenants failed to provide the Landlord with their forwarding address. In this case I find that the Landlord was successful in her application for substitute service, therefore, the cost of employing a Skip Tracer was unnecessary. As such, I dismiss this claim 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 the Application. I further find it appropriate in the circumstance to order that the Landlord retain the Tenants' security deposit in partially satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$5,500.00, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$4,800.00
Loss of Rent:	\$1,200.00
Filing fee:	\$100.00
<i>Less Security Deposit</i>	<i>-\$600.00</i>
TOTAL:	\$5,500.00

Conclusion

The Tenants have breached the *Act* by not paying rent when due to the Landlord and not providing notice to end tenancy to the Landlord. The Landlord is granted a monetary order in the amount of \$5,500.00. The monetary order should be served to the Tenants 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: December 04, 2020

Residential Tenancy Branch