



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-PP, MNRL, FFL

### Introduction

On October 7, 2020 the Landlord submitted an Application for Dispute Resolution (the “Application”), seeking relief pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

- a monetary order for unpaid rent or utilities;
- an order of possession for unpaid rent; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 11:00 A.M. on December 15, 2020 as a teleconference hearing. The Landlord and the Landlord’s Counsel J.C. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 18 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, J.C., and I were the only persons who had called into this teleconference.

J.C. stated the Application and documentary evidence package was served to the Tenant by registered mail on October 9, 2020. The Landlord made an amendment to the Application to increase the monetary amount of unpaid rent. J.C. stated that the amendment was served to the Tenant by registered mail on November 24, 2020. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on October 14, 2020 and with the Landlord’s Amendment on November 29, 2020. The Tenant did not submit documentary evidence in response to the Application.

### Preliminary Matters

At the start of the hearing, J.C. stated that the Tenant vacated the rental unit on November 13, 2020. As such, J.C. requested to withdraw the Landlord's claim for an order of possession. The claim was withdrawn accordingly. The hearing continued based on the Landlord's monetary claim for unpaid rent.

The Landlord and J.C. were 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 recover the filing fee, pursuant to Section 72 of the *Act*?

### Background and Evidence

J.C. stated that the parties did not have a written tenancy agreement in place, however, the Landlord is under the impression that the tenancy began on January 1, 2017. J.C. stated that the Tenant was required to pay rent in the amount of \$1,000.00 which was due to the Landlord on the first day of each month. The Landlord provided rent receipts in support. J.C. stated that the Tenant did not pay any deposits at the start of the tenancy. J.C. stated that the Tenant vacated the rental unit on November 13, 2020.

J.C. stated the Tenant did not pay rent in the amount of \$1,000.00 when due on September 1, 2020. Subsequently, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 22, 2020 (the "10 Day Notice") with an effective vacancy date of October 6, 2020. J.C. stated that the 10 Day Notice was posted to the Tenant's door on September 22, 2020. The Landlord provided a copy of the 10 Day Notice as well as a proof of service in support.

J.C. stated that the Tenant made no payments towards the amount of rent owing for September 2020 rent. Furthermore, J.C. stated that the Tenant failed to pay rent for October, and November 2020. J.C. stated that the Tenant had also failed to pay rent in

the amount of \$1,000.00 for August 2020, however, the parties had agreed to a repayment plan, which required the Tenant to start making partial payments commencing on December 1, 2020. The Landlord provided a copy of the email communications between the Landlord and the Tenant in which the Tenant acknowledges that they have not paid rent to the Landlord since August 2020.

J.C. stated that the Tenant has not complied with the repayment plan, therefore, the Landlord is also seeking compensation for August 2020 rent. Currently, the Landlord is seeking a monetary order in relation to unpaid rent for August, September, October, and November 2020 in the amount of \$4,000.00. If successful, the Landlord is also seeking the return of the filing fee paid to make the Application. As noted above, the Tenant 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 of the Act explains that the 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.

In this case, I find that the Landlord provided sufficient evidence to demonstrate that the Tenant failed to pay rent to the Landlord in August, September, October and November 2020. As there is no evidence to demonstrate that the Tenant was entitled to deduct any portions of the rent, I find that the Tenant has breached Section 26 of the Act by not paying rent when due to the Landlord.

The Provincial Government has mandated Landlords to issue a repayment plan in respect to unpaid rent payable during the "specified period" (i.e. between March 18, 2020 and August 17, 2020),

I accept that the tenancy ended on November 13, 2020 prior to the Tenant's requirement to fulfill the repayment plan for August 2020 rent. As such, I find that the Landlord is permitted to seek monetary compensation for unpaid rent payable during the "specified period".

I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of **\$4,000.00** for unpaid rent which was due in August, September, October, and November 2020. Having been successful, I also find the Landlord is entitled to recover the **\$100.00** filing fee paid to make the Application.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$4,100.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid Rent:	\$4,000.00
Filing Fee:	\$100.00
<b>TOTAL:</b>	<b>\$4,100.00</b>

### Conclusion

The Tenant has breached the Act by not paying rent when due to the Landlord. The Landlord is granted a monetary order in the amount of \$4,100.00. The monetary order should be served to the Tenant 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 15, 2020

---

Residential Tenancy Branch