



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR-PP, OPRM-DR, FFL

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants for the cost of the application. The application was made by way of the Direct Request process which was adjourned to this participatory hearing, and an Interim Decision dated October 27, 2020 was provided to the landlord, wherein the landlord was ordered to serve each tenant with notice of this hearing and a copy of the Interim Decision, and all other required documents within 3 days of receipt of the Interim Decision.

An agent for the landlord attended the hearing, gave affirmed testimony, and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call.

The landlord's agent testified that the Interim Decision was received on October 28, 2020 and the tenants were individually served with the Notice of Dispute Resolution, Interim Decision and all evidence by registered mail on October 30, 2020. The landlord has provided copies of 2 Registered Domestic Customer Receipts date-stamped October 30, 2020 by Canada Post, and I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing the landlord's agent testified that the tenants have vacated the rental unit, and the application for an Order of Possession is withdrawn.

Issues to be Decided

The issue remaining to be decided is:

- Has the landlord established a monetary claim as against the tenants for unpaid rent?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on February 1, 2020 and was to revert to a month-to-month tenancy after January 31, 2022. The tenants had hydro cut off, and a letter from BC Hydro states that the service was cut off on October 14, 2020 by the tenants, who abandoned the rental unit on or about that date.

Rent in the amount of \$5,500.00 was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$2,750.00 as well as a pet damage deposit in the amount of \$2,750.00, both of which are still held in trust by the landlord. The rental unit is a single family dwelling, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that the tenants' rent cheque for August, 2020 was returned for insufficient funds and no rent was paid for September, 2020. The landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on September 4, 2020 by posting it to a gate on the property. A copy has been provided for this hearing and it is dated September 4, 2020 and contains an effective date of vacancy of September 17, 2020 for unpaid rent in the amount of \$5,500.00 that was due on September 1, 2020. The landlord's agent was not certain if a notice to end the tenancy could be issued in August due to the COVID-19 Pandemic and freeze on evictions.

The tenants have not paid the rent, and the landlord claims 3 months of rent, or \$16,500.00 in addition to recovery of the \$100.00 filing fee.

The tenants have not provided the landlord with a forwarding address.

Analysis

I have reviewed the landlord's evidentiary material, and considering the affirmed testimony, I find that the tenants' rent cheque for August was returned N.S.F. and the tenants vacated the rental unit some time in October, 2020. I am also satisfied that the tenants paid no rent for August, September or October, 2020. Therefore, I am satisfied that the landlord has established a monetary claim of \$16,500.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$16,600.00.

This order is final and binding and may be enforced.

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 18, 2020

Residential Tenancy Branch