



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, OPRM-DR

Introduction

This hearing was scheduled to convene at 11:00 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. The application was made by way of the Direct Request process, which was referred to this participatory hearing, and an Interim Decision was provided to the landlord which requires the landlord to serve the Notice of Reconvened Hearing, the Interim Decision and all other required documents upon each of the tenants within 3 days of receiving the Interim Decision.

The landlord was represented at the hearing by an agent who gave affirmed testimony. 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 each of the tenants was individually served with the Application for Dispute Resolution, notice of this hearing, Interim Decision and evidentiary material by registered mail on November 17, 2020 and has provided a copy of a Canada Post cash register receipt bearing that date and 2 tracking numbers, 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 landlord has possession of it, and therefore, I dismiss the landlord's application for an Order of Possession.

All evidence provided has been reviewed and is considered in this Decision.

Issue(s) 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 October 1, 2019 and expired on April 30, 2020, thereafter reverting to a month-to-month tenancy. Rent in the amount of \$1,150.00 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 \$575.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is the upper level of an up-down duplex, and the lower level is also tenanted. A copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that the tenants paid \$1,050.00 for July, 2020 rent, leaving a balance of \$100.00 outstanding. The tenants also paid \$650.00 for August rent and arrears accumulated to \$600.00, and no rent was paid for September, 2020.

The landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and a copy has been provided for this hearing. It is dated September 7, 2020 and contains an effective date of vacancy of September 17, 2020 for unpaid rent in the amount of \$1,750.00 that was due on September 1, 2020.

The tenants abandoned the rental unit during the last week of December, 2020 or the first week of January, 2021 without paying any rent for October, November or December, and the landlord seeks a monetary order for the unpaid rent totaling \$5,200.00 and recovery of the \$100.00 filing fee.

The tenants have not provided the landlord with a forwarding address, and have not served the landlord with an Application for Dispute Resolution claiming the security deposit. The rental unit has not yet been re-rented.

Analysis

I have reviewed all of the evidentiary material, and I accept the undisputed testimony of the landlord's agent that the tenants did not pay full rent for July, 2020, leaving \$100.00 outstanding. The tenants also did not pay full rent for August, 2020, leaving an additional \$500.00 outstanding, and paid no rent for September through December, 2020, and arrears are now \$5,200.00. I find that the landlord has established a monetary claim as against the tenants for unpaid rent in that amount.

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

The landlord currently holds a security deposit on behalf of the tenants in the amount of \$575.00. The tenants have 1 year from the date the tenancy ended to provide the landlord with a forwarding address in writing, which must not be by text message or email unless otherwise ordered. If the tenants do not provide the landlord with a forwarding address within 1 year, the landlord may keep the security deposit. If the landlord receives a forwarding address from either tenant, the landlord will have 15 days to return the security deposit in full or make an Application for Dispute Resolution claiming against it.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed.

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 \$5,300.00.

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: January 29, 2021

Residential Tenancy Branch