



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPR-DM,OPRM-DR, FFL, CNR, FFT, LRE

### Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for an Order restricting the Landlord's right to enter the rental unit, and to recover the fee for filing an Application for Dispute Resolution.

The Agent for the Landlord stated that the Landlord was aware of the Tenant's' Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on January 28, 2021 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in January of 2021 was sent to the rental unit, via registered mail. The Agent for the Landlord cited a tracking number that corroborates this statement. On the basis of the undisputed evidence, I find that the aforementioned documents were served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenants did not appear at the hearing.

As the aforementioned documents were served in accordance with section 89 of the *Act*, the hearing proceeded in the absence of the Tenants and the evidence was accepted as evidence for these proceedings.

On February 16, 2021 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was sent to the rental unit, via regular mail, on February 16, 2021. The Agent for the Landlord stated that the Tenants were no longer living in the rental unit on February 16, 2021 and this evidence package was returned to the Landlord by Canada Post. As this evidence package was not served to the Tenants in accordance with section 88 of the Act, this evidence was not accepted as evidence for these proceedings.

Both participants affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

#### Preliminary Matter #1

At the outset of the hearing the Agent for the Landlord declared that the rental unit has been vacated and the Landlord withdrew the application for an Order of Possession. I find that the Landlord's application for an Order of Possession is withdrawn.

#### Preliminary Matter #2

Although the Landlord refers to claiming compensation for damages to the unit and to retaining the security deposit in the evidence submitted to the Residential Tenancy Branch on February 16, 2021, those issues cannot be considered at these proceedings, as that information was not properly served to the Tenant.

The Landlord retains the right to file another Application for Dispute Resolution in which the Landlord applies for compensation for damages to the unit and to retain the security deposit.

#### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent or unpaid utilities?

#### Background and Evidence

This teleconference hearing was scheduled to begin at 11:00 a.m. today. The Landlord was represented at the hearing at the scheduled start time. By the time the teleconference was terminated at 11:19 a.m., the Tenant had not appeared.

The Agent for the Landlord stated that:

- this tenancy began on August 01, 2016;
- monthly rent of \$1,865.00 was due by the first day of each month;
- the rental unit was vacated on February 06, 2021;
- the Tenant owes rent for the period between April 01, 2020 and August 31, 2020, in the amount of \$3,165.00;
- the Tenant owes rent for the period between September 01, 2020 and December 31, 2020, in the amount of \$6,260.00;
- the parties did not enter into a repayment plan for the unpaid rent;
- the Tenant did not pay rent for January or February of 2021; and
- the Landlord is not seeking to recover unpaid rent from February of 2021.

### Analysis

As the Tenant did not attend the hearing in support of her Application for Dispute Resolution, I find she has abandoned the Application for Dispute Resolution, and I dismiss it without leave to reapply.

Section 26(1) of the *Act* requires tenants to pay rent when it is due. Tenants are also required to pay rent for any period they remain in possession of the rental unit after the tenancy ends.

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,865.00 by the first day of each month and that the Tenant currently owes rent in the amount of \$11,290.00.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

The Tenant's Application for Dispute Resolution is dismissed, without leave to reapply.

The Landlord has established a monetary claim, in the amount of \$11,390.00, which includes \$11,290.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution

Based on these determinations I grant the Landlord a monetary Order for the \$11,390.00. In the event the Tenant does not comply with this Order, it may be served

on the Tenant, filed with the Province of British Columbia Small Claims Court, and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 04, 2021

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Residential Tenancy Branch