



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER CORPORATE STAYS
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on November 24, 2020, wherein the Landlord sought monetary compensation for unpaid rent and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on March 16, 2021. Only the Landlord called into the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:42 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord testified that she served the Tenant's head office with the Notice of Hearing and the Application on December 4, 2020 by registered mail. A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision.

Residential Tenancy Policy Guideline 12—Service Provisions provides that service cannot be avoided by refusing or failing to retrieve registered mail and reads in part as follows:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to the above, and section 90 of the *Residential Tenancy Act*, documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of December 9, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Landlord and relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord recover the filing fee?

Background and Evidence

A copy of the residential tenancy agreement was provided in evidence and which indicated that this tenancy began August 1, 2015. The tenancy ended on June 8, 2020. Monthly rent was initially \$1,900.00; the Landlord confirmed that the rent was raised during the tenancy such that at the time the tenancy ended rent was \$2,150.00 per month. A copy of the Notice of Rent Increase was provided in evidence before me and which confirmed the increased monthly rent.

The Landlord testified that the Tenant failed to pay the April and May and June 2020 rent such that the sum of \$4,300.00 was outstanding. The Landlord confirmed she had a good relationship with the Tenant and was surprised they did not pay rent for these two months.

In the hearing before me the Landlord sought compensation from the Tenant for unpaid rent as well as recovery of the filing fee for a total award of \$4,400.00.

Analysis

Based on the documentary evidence filed, the undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

Pursuant to section 26 of the *Act*, a tenant must pay rent when it is due in accordance with the tenancy agreement. I find the Tenant was obligated to pay rent of \$2,150.00 per month. I further find the Tenant breached section 26 of the *Act* and the tenancy agreement by failing to pay the April and May ~~and June~~ 2020 rent. As such, I find the Landlord is entitled to recover the sum of **\$4,300.00** in unpaid rent.

As the Landlord was successful in this Application, I grant the Landlord the recovery of the \$100.00 filing fee pursuant to section 72 of the *Act*.

Conclusion

The Landlord is entitled to a Monetary Order in the amount of **\$4,400.00** representing unpaid rent for April and May ~~and June~~ 2020 in addition to recovery of the \$100.00 filing fee. The Landlord must serve a copy of this Order on the Tenant and may file and enforce it in the B.C. Provincial 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 *Residential Tenancy Act*.

Dated: March 16, 2021

Corrected: March 31, 2021

Residential Tenancy Branch