



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FRASER MARINE DRIVE HOLDINGS  
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 January 15, 2021, wherein the Landlord sought the sum of \$1,014.64 in monetary compensation from the Tenants for unpaid rent and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on May 20, 2021. Only the Landlord's Property Manager called into the hearing. She gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenants did not call into this hearing, although I left the teleconference hearing connection open until 1:41 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 Property Manager and I were the only ones who had called into this teleconference.

As the Tenants did not call in, I considered service of the Landlord's hearing package. The Property Manager testified that they served the Tenants with the Notice of Hearing and the Application on January 20, 2021 by registered mail. A copy of the registered mail tracking number for each package sent to the Tenants is provided on the unpublished cover page of this my Decision.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 Tenants were duly served as of January 25, 2021 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 Property Manager 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 Tenants?
2. Should the Landlord recover the filing fee?

#### Background and Evidence

This tenancy began December 1, 2011. Initially rent was \$750.00 and was raised to \$914.64 over the course of the tenancy. The Tenant also paid a \$375.00 security deposit at the start of the tenancy.

The Landlord obtained an Order of Possession dated November 5, 2020 which was effective January 31, 2021.

The Property Manager testified that the Tenants failed to pay the January 2021 rent such that the sum of \$914.64 remained outstanding.

#### Analysis

Pursuant to section 26 of the *Act*, a tenant must pay rent when rent is due.

I find the Tenant was obligated to pay rent in the amount of \$914.64. The Landlord provided a copy of the tenancy agreement and all Notices of Rent Increase confirming that the rent was legally raised during the tenancy.

I accept the Property Manager's testimony that the Tenants failed to pay the January 2021 rent such that the sum of \$914.64 remains outstanding. Having failed to pay the rent the Tenants breached the tenancy agreement and the *Act*; consequently, I find this sum to be recoverable from the Tenants.

As the Landlord has been successful in this Application, I also award them recovery of the filing fee for a total monetary award of **\$1,014.64**. In furtherance of this I grant the Landlord a Monetary Order. This Order must be served on the Tenants and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

### Conclusion

The Landlord is entitled to monetary compensation from the Tenants in the amount of **\$1,014.64** for unpaid rent and recovery of the filing fee.

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: May 20, 2021

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Residential Tenancy Branch