



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEST PROPERTY MANAGEMENT AND REAL ESTATE
SERVICE 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 18, 2021, wherein the Landlord sought monetary compensation from the Tenant 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 21, 2021. Only the Landlord's Property Manager called into the hearing. They gave affirmed testimony and were provided the opportunity to present their 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 1:18 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 Tenant did not call in, I considered service of the Landlord's hearing package. The Property Manager testified that they served the Tenant with the Notice of Hearing and the Application on January 20, 2021 by registered mail. A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision. The Property Manager confirmed that the package was delivered on January 26, 2021.

I accept the Landlord's evidence in this regard and I find the Tenant was duly served as of January 26, 2021 and I proceeded with the hearing in their absence.

The Property Manager was cautioned that recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. The Property Manager

confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

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 for unpaid rent?
2. Should the Landlord recovery the filing?

Background and Evidence

A copy of the residential tenancy agreement was provided in evidence before me and which confirmed that this tenancy began March 15, 2019. Monthly rent was \$1,800.00.

The parties attended a hearing before the Residential Tenancy Branch on September 10, 2019 following which the Landlord was granted an Order of Possession. The Landlord's monetary claim was dismissed with leave to reapply. The file number for that matter is included on the unpublished cover page of this my Decision.

The tenancy ended on September 12, 2019. At the time the tenancy ended the Tenant owed the sum of \$4,550.00 in outstanding rent.

The Tenant did not provide a forwarding address within a year of the end of the tenancy such that the Landlord retained the Tenant's security deposit pursuant to section 39 of the *Residential Tenancy Act* (the "Act").

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 \$1,800.00. I accept the Property Manager's testimony that the Tenant failed to pay rent when due such that when the tenancy ended the sum of \$4,550.00 remained outstanding. Having failed to

pay the rent the Tenant breached the tenancy agreement and the *Act*; consequently, I find this sum to be recoverable from the Tenant.

As the Landlord has been successful in this Application, I also award them recovery of the filing fee for a total monetary award of **\$4,650.00**. 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 Tenant in the amount of **\$4,650.00** 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 21, 2021

Residential Tenancy Branch