



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

Introduction

On January 8, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for unpaid rent and compensation, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 41-minute hearing. The Landlord testified that they served the Tenant with the Notice of Dispute Resolution Proceeding by sending it via registered mail on January 12, 2021. The Landlord stated that she has been to the Tenant’s new location and that she sent the package to the forwarding address that the Tenant provided. The Landlord said that the registered Notice of Dispute Resolution Proceedings package was returned as the Tenant did not claim the package. The Landlord submitted the tracking number for the Notice of Dispute Resolution Proceedings package, as I’ve noted on the face page of this Decision. Based on the above, I find that the Tenant has been duly served with the Notice of Dispute Resolution Proceeding in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenant did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

Preliminary Matter – amendment of issue

The Landlord originally applied for a Monetary Order for unpaid rent and utilities. As the hearing proceeded, the Landlord chose not to pursue her claim for the utilities. In accordance with Section 64(3) of the Act, I have amended the Landlord’s Application by removing the issue of compensation for unpaid utilities.

Issue(s) to be Decided

Should the Landlord receive a Monetary Order for unpaid rent, in accordance with section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord testified that the six-month fixed-term tenancy began on March 1, 2019, was renewed for another six months, and continued as a month-to-month tenancy. The rent was \$1,000.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$1,000.00. The Tenant moved out of the rental unit on October 31, 2020.

The Landlord testified that the residential property was sold and that the tenancy ended as a result of the purchaser asking the Landlord to serve a Two Month Notice to End Tenancy on the Tenant. The effective date of the Two Month Notice was for November 30, 2020. The Landlord stated the Tenant did not provide formal written notice that she was going to move out of the rental unit early.

The Landlord submitted a Repayment Plan that outlined the rental arrears that accrued in spring and summer of 2020. The Landlord stated that the Tenant owed the Landlord \$2,587.07 as of August 25, 2020. The Landlord testified that the Tenant paid rent for September 2020 and then failed to pay the rent for October 2020.

The Landlord is claiming a loss of rental income in the amount of \$3,587.07.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent.

The Landlord testified, and provided undisputed documentary evidence to support their submission, that the Tenant did not pay rent when it was due and is in arrears for the amount claimed. I note that there is no evidence before me that the Tenant had a right under the Act to not pay the rent.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has met the onus of proving their claim for compensation in the amount of \$3,587.07.

I find that the Landlord's Application has merit and that the Landlord is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of \$100.00, pursuant to section 72 of the Act.

Pursuant to section 72(2) of the Act, I authorize the Landlord to keep the Tenant's security deposit in the amount of \$1,000.00, in partial satisfaction of the monetary claim.

A total monetary order, which is issued in conjunction with this Decision, is granted to the Landlord in the amount of \$2,687.07.

Conclusion

Pursuant to Section 67 of the Act, I grant the Landlord a Monetary Order for \$2,687.07. In the event that 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 *Residential Tenancy Act*.

Dated: May 12, 2021

Residential Tenancy Branch