



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL

Introduction

The landlord filed an Application for Dispute Resolution on January 7, 2021 seeking an order to recover monetary loss of unpaid rent. The matter proceeded by way of a hearing on May 11, 2021 pursuant to s. 74(2) of the *Residential Tenancy Act* (the “*Act*”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing and their prepared evidence to the tenant on January 11, 2021. They provided a Canada Post receipt to show this. They stated that the registered mail returned to them – as undelivered – two weeks prior to the start of this hearing.

The landlord provided that the tenant moved out from the rental unit at the end of January 2021. They met the tenant when they were moving out, and they mentioned this hearing. After this, the landlord sent an email to the tenant about this hearing.

I find the landlord followed the stipulations in the *Act* and the Rules of Procedure to notify the tenant about this hearing. In consideration of the evidence presented by the landlord on this point, and with consideration to s. 89 of the *Act*, I find the tenant was sufficiently served with the notice of this hearing, as well as the landlord’s evidence.

On this basis, the hearing proceeded in the tenant’s absence.

Issue to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to s. 67 of the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to the terms therein. Both the landlord and tenant signed this agreement on November 15, 2019. The tenancy started on December 1, 2019 for the fixed term ending on November 30, 2020 and continued on a month-to-month basis after that. The monthly rent at the start of the tenancy was \$2,600 per month, decreasing to \$2,480 per month in July 2020. The tenant paid a security deposit of \$1,700.

The tenant provided a notice to end the tenancy in January 2021. The landlord advised the tenant of the need for their forwarding address by letter on January 7. According to the landlord, the tenant only stayed at the forwarding address they provided for one month after their move out. They did not advise the landlord of their next forwarding address.

In January, the landlord provided a Repayment Plan to the tenant for rent amounts owing. The landlord signed this document on January 5, 2021. At the time of their Application, the landlord claimed for \$6,300 of past rent owing. This rent outstanding is for the unpaid rent for each month of April, May, and June 2020 when the tenant made no rent payments. In the plan, this was set for \$787.50 each month commencing in March 2021, for the following 8 months.

Additionally, the tenant did not pay full rent for the month prior to the move out. This was \$1,100 left outstanding for January 2021. The landlord adds this to the total claim amount.

When the tenant moved out on February 2, 2021, this repayment plan was refined for the tenant's benefit. This became a payment plan starting on March 15, 2021, for \$400 each month through to May 2022, with the remaining \$300 payable in July 2022. Both the landlord and tenant signed this payment plan on February 2, 2021, and the landlord provided a copy in the evidence.

After this, the tenant paid \$200 via e-transfer on March 18, 2021, and another \$200 on April 22. Thus, from the initial balance of \$6,300 of rent owing, the outstanding amount became then \$5,900.

The landlord adds the amount of January 2021 rent owing -- \$1,100 -- to the extant 2020 rent owing -- \$5,900 -- for the total claim of \$7,000. This was the amended amount claimed in the hearing, based on the agreement signed with the tenant at the end of tenancy, as well as the January 2020 rent amount accrued after the landlord applied for this dispute resolution hearing.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. They provided the specific terms of the rental amount. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenant failed to pay the full amount for rent owing. The document signed by both parties on February 2, 2021 is proof of this. Supplemented by their testimony in the hearing, this amount is \$5,900.

The landlord accounted for the tenant's subsequent payments in a forthright manner. I find their evidence on this is credible. I find it sound, affirmed testimony that the landlord provided that sets out an additional amount of rent owing for January 2021.

Based on the testimony and evidence provided by the landlord, I so award the final amount of \$7,000 for the tenant's rent amounts outstanding starting from April 2020 and accruing through to January 2021.

Conclusion

Pursuant to s. 67 of the Act, I grant the landlord a Monetary Order in the amount of \$7,000. The landlord is provided with this Order in the above terms and they must serve the tenant with **this Order** as soon as possible. Should the tenant fail to comply

with this Order, the landlord may file this Order in the Small Claims Division of the Provincial Court and where it will be 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 s. 9.1(1) of the *Act*.

Dated: May 14, 2021

Residential Tenancy Branch