



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on February 12, 2021, wherein the Landlord sought monetary compensation from the Tenant in the amount of \$3,869.18, authority to retain the Tenant's security deposit towards any amounts owed, and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on July 12, 2021. Only the Landlord called into the hearing. He gave affirmed testimony and was provided the opportunity to present his 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 1:40 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 he served the Tenant with the Notice of Hearing and the Application on March 6, 2021 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 A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision.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 March 11, 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 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 for unpaid rent and utilities?
2. Should the Landlord be authorized to retain the Tenant's security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord testified that this tenancy began January 1, 2020. Monthly rent was \$999.38 in addition to a set rate for utilities in the amount of \$185.00. The Tenant also paid a \$500.00 security deposit.

The Landlord testified that for months the Tenant failed to pay the full amount of rent and utilities owing, such that when the tenancy ended on November 30, 2020 the Tenant owed \$3,769.18. The Landlord also provided a spreadsheet in evidence confirming these amounts.

Analysis

After consideration of the Landlord's undisputed testimony and evidence and on a balance of probabilities, I find as follows.

Pursuant to section 26 of the *Act*, a tenant must pay rent when rent is due. A tenant is also responsible for paying the cost of utilities if those utilities are not included in the payment of rent. I accept the Landlord's testimony and documentary evidence that the Tenant failed to pay the full amount of rent and utilities due for the months February 2020 through to November 2020 such that when the tenancy ended the Tenant owed the sum of \$3,769.18. I find the Landlord is entitled to recover this sum from the Tenant.

As the Landlord has been successful in his Application, I also award him recovery of the \$100.00 filing fee for a total award of **\$3,869.18**.

Pursuant to section 38 of the *Act* I authorize the Landlord to retain the Tenant's \$500.00 security deposit towards the amounts awarded and I grant the Landlord a Monetary Order for the balance due in the amount of **\$3,369.18**.

Conclusion

The Landlord's Application for monetary compensation from the Tenant is granted. The Landlord may retain the Tenant's security deposit towards the amounts owed and is granted a Monetary Order for the balance due.

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: July 12, 2021

Residential Tenancy Branch