



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on March 22, 2021, in which the Landlord sought an Order of Possession and monetary compensation from the Tenant based on a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities, issued on January 24, 2021 (the "Notice"), authority to retain the Tenant's security deposit towards any amounts awarded, and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 9:30 a.m. on July 8, 2021. Only the Landlord called into the hearing. She gave affirmed testimony and was provided the opportunity to present her 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 9:43 a.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 she served the Tenant with the Notice of Hearing and the Application on March 31, 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 A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision.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 April 5, 2021 and I proceeded with the hearing in their absence.

The Landlord was cautioned that recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. The Landlord 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 Landlord and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter—Relief Sought

The Landlord confirmed the Tenant abandoned the rental unit, leaving only refuse, such that an Order of Possession was no longer required.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant for unpaid rent?
2. Should the Landlord be authorized to retain the Tenant's security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

In support of the claim the Landlord filed a copy of the residential tenancy agreement which provided as follow: this tenancy began January 24, 2020; monthly rent is \$975.00, payable on the 24th of each month; and, the Tenant paid a \$487.50 security deposit.

The Landlord testified that the Tenant failed to pay rent from December 2020 to the present such that the sum of \$7,800.00 was outstanding for rent at the time of the hearing.

Analysis

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

Section 26 of the *Act* provides that a tenant must pay rent when rent is due.

I find the Tenant was obligated to pay monthly rent in the amount of \$975.00. I accept the Landlord's testimony that the Tenant failed to pay rent from December 2020 to the present (July 2021) such that at the time of the hearing the amount of \$7,800.00 was outstanding for rent. I find the Landlord is entitled to recover this sum from the Tenant.

As the Landlord has been successful in their Application they are also entitled to recovery of the filing fee for a total award of **\$7,900.00.**

Conclusion

The Tenant abandoned the rental unit such that the Landlord's request for an Order of Possession was no longer relevant; consequently, I dismiss that claim without leave to reapply.

I find the Tenant failed to pay rent for the following months:

December 2020	\$975.00
January 2021	\$975.00
February 2021	\$975.00
March 2021	\$975.00

April 2021	\$975.00
May 2021	\$975.00
June 2021	\$975.00
July 2021	\$975.00
TOTAL AWARDED	\$7,800.00

I therefore award the Landlord claim monetary compensation in the amount of \$7,800.00 for outstanding rent.

As the Landlord has been successful in their Application, they are also entitled to recovery of the \$100.00 filing fee for a total award of **\$7,900.00**.

Pursuant to sections 38 and 72 of the *Act* I authorize the Landlord to retain the Tenant's \$487.50 security deposit towards the amounts awarded and I grant the Landlord a Monetary Order for the balance due in the amount of **\$7,412.50**.

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 15, 2021

Residential Tenancy Branch