



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VIVAGRANT DEVELOPMENT (BAILLIE)
CORP. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNRL-S, MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent, for a monetary Order for money owed or compensation for loss; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on March 25, 2021 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch were sent to each Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however, the Tenants did not appear at the hearing.

As the aforementioned documents have been properly served to the Tenants, the hearing proceeded in the absence of the Tenants and the evidence was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and to keep all or part of the security deposit?

Background and Evidence

The Landlord submits that:

- the tenancy began on September 01, 2018;
- the rental unit was vacated on April 21, 2021;
- the Tenants agreed to pay monthly rent of \$2,255.00 by the first day of each month;
- the Tenants paid a security deposit of \$1,100.00; and
- the Tenants currently owe \$11,556.90 in rent, which includes some missed payments from a rent repayment plan.

Analysis

On the basis of the undisputed evidence I find that the Tenants currently owe \$11,556.90 in rent, which includes some missed payments from a rent repayment plan.

As the Tenants are required to pay rent when it was due by the first day of each month, pursuant to section 26 of the *Residential Tenancy Act (Act)*, they have failed to pay the rent when it was due, they missed payments from a rent repayment plan, and they are no longer living in the rental unit, I find they must now pay all the rent that is currently due to the Landlord.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$11,656.90, which includes \$11,556.90 in rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the

Landlord to retain the Tenants' security deposit of \$1100.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$10,556.90. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, 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 *Act*.

Dated: August 25, 2021

Residential Tenancy Branch