



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skyline Living
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDCL-S, MNRL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for:

- a monetary order for unpaid rent or monetary losses pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

While the landlord's agent, RP ("landlord"), attended the hearing by way of conference call, the tenants did not. I waited until 1:42 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only one who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on April 1, 2021 by way of registered mail. The landlord provided the tracking information and proof of service in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on April 6, 2021, 5 days after mailing. The tenant did not submit any written evidence for this hearing.

Although the landlord had applied for a monetary order of \$10,792.13, the landlord requested in the hearing to amend the monetary claim for unpaid rent to include the unpaid rent for the months of April 2021 through to August 2021 in the amount of \$7,705.00. RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated, such as unpaid rent owed at the time of the hearing. On this basis, I have accepted the landlord's request to amend their application from \$10,792.13 to \$18,497.13 to reflect the unpaid rent that became owing by the time this hearing was convened.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for money owed or losses?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began on October 8, 2021, with monthly rent currently set at \$1,541.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$647.50, which the landlord still holds. The landlord confirmed that the tenant was still residing at the rental address.

The landlord filed this application to recover the rent that has not been paid during this tenancy. The landlord submitted a detailed monetary worksheet and ledger to show the rent that has not been paid by the tenant. At the time of the hearing, the landlord testified that the tenant owed \$18,394.87 in unpaid rent for the period up to August 2021, plus \$2.26 in unpaid fees for an electronic payment service. The landlord requested a monetary order to recover the unpaid rent, the fees, and the filing fee.

Analysis

Section 26 of the Act, in part, states as follows:

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Based on the undisputed testimony and evidence before me, I find that the tenant failed to pay the outstanding rent for this tenancy in the amount of \$18,394.87 for the period up to and including August 2021. Accordingly, I allow this portion of the landlord's monetary claim. I also find it undisputed that the tenant owes the landlord \$2.26 in fees for using the payment service, and accordingly, I allow this portion of the landlord's claim.

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

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

Conclusion

I issue a Monetary Order in the amount of \$17,849.63 in the landlord's favour under the following terms:

Item	Amount
Unpaid rent for the period up to August 2021	\$18,394.87
Unpaid Fees	2.26
Filing Fee	100.00
Less Security Deposit Held	-647.50
Total Monetary Order	\$17,849.63

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: August 27, 2021

Residential Tenancy Branch