



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL, OPL, OPR, MNDCL-S**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;
- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended the hearing. The landlord had the opportunity to call witnesses and present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenants ("the tenant") did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional thirty-three minutes to allow the

tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord testified the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on August 5, 2021 to the tenant's residence and deemed received by the tenant five days later under section 90 of the *Act*, on August 15, 2021. The landlord provided a copy of an email from the tenant confirming they had been served.

The landlord provided the Canada Post tracking number and copy of the receipt in support of service.

Based upon the affirmed testimony of the landlord and the documentary evidence, I find the landlord served the tenant by registered mail sent to the address at which the tenant resided. Pursuant to sections 89 and 90, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution as set out above.

The landlord testified that the tenant vacated the unit without notice on or about August 10, 2021. The landlord stated they were subsequently notified by the police who had been searching for them that the tenants had been found in another province. Accordingly, the landlord withdrew the claims for an Order of Possession.

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the landlord's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided a copy of the tenancy agreement and the following undisputed testimony as the tenant did not attend the hearing.

INFORMATION	DETAILS
Type of tenancy	Monthly
Date of beginning	October 1, 2020
Date of ending	August 10, 2021
Monthly rent payable on 1 st	\$1,900.00
Security deposit	\$400.00
Forwarding address provided	no
Date of landlords' Application	July 19, 2021

The tenant did not provide any notice to the landlord and moved out of the unit on August 10, 2021. The landlord claimed outstanding rent including December 2020 in the total amount of \$5,625.00.

The tenant has not provided the landlord with authorization to apply the security deposit of \$400.00 to outstanding rent.

The landlord submitted copies of a ledger showing all payments received from the tenant.

The landlord requested an order authorizing the landlord to apply the security deposit to the outstanding rent and reimbursement of the filing fee. The landlord requested a Monetary Order as follows:

ITEM	AMOUNT
Outstanding rent	\$5,625.00
Reimbursement filing fee	\$100.00
(Less security deposit)	(\$400.00)
MONETARY AWARD REQUESTED	\$5,325.00

Analysis

The landlord provided undisputed, credible, and supported evidence at this hearing which the tenant did not attend.

I have reviewed all documentary evidence and testimony.

I find the tenant did not pay the overdue rent and that rent in the amount of \$5,625.00 is owing the landlord. I accept the landlord's believable evidence in this regard which was supported by documentary evidence.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a monetary award pursuant to section 67 in the amount of \$5,625.00 for unpaid rent.

As the landlord was successful in this application, I award the landlord reimbursement of the \$100.00 filing fee.

Pursuant to section 72, I authorize the landlord to retain the security deposit in partial satisfaction of the monetary award.

In conclusion, I grant the landlord a monetary award in the amount of **\$5,325.00** calculated as follows:

ITEM	AMOUNT
Outstanding rent	\$5,625.00
Reimbursement filing fee	\$100.00
(Less security deposit)	(\$400.00)
MONETARY ORDER	\$5,325.00

Conclusion.

As the tenants have vacated the unit, the landlord's claims for an Order of Possession were withdrawn and are dismissed without leave to reapply.

I grant the landlord a Monetary Order in the amount of **\$5,325.00** for outstanding rent.

This Order must be served on the tenants. If the tenants fail to comply with this order, the landlord may file the Order in the Courts of the Province of British Columbia to 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 3, 2021

Residential Tenancy Branch