



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BTC STUDENT HOUSING KELOWNA LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the “Act”), I was designated to hear an application regarding a tenancy. The Landlord applied for:

- a monetary order for unpaid rent, pursuant to section 67, and
- authorization to recover the filing fee from the Tenant, pursuant to section 72.

The Landlord attended the hearing, but the Tenant did not. The teleconference line remained open for the duration of the approximately 11-minute hearing. The Landlord was given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified they served the Tenant with the Notice of Hearing and evidence on April 30, 2021 by registered mail, and provided the tracking number. Based on the Landlord’s undisputed testimony, I find the dispute resolution proceeding package served on the Tenant in accordance with section 89 of the Act, and therefore deemed received on May 5, 2021, pursuant to section 90 of the Act.

### Issues to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to recover the filing fee from the Tenant?

### Background and Evidence

The Landlord testified that the fixed term tenancy began on September 1, 2020 and was to end on August 27, 2023. However, the Landlord testified that they and the Tenant signed a Mutual Agreement to End a Tenancy (MTA), agreeing the Tenant would vacate the unit on April 27, 2021. A copy of the tenancy agreement and the MTA were submitted by the Landlord as evidence. Rent was \$1,125.00, due on the first of the month. The Landlord collected a security deposit of \$500.00, which they still hold. The Landlord indicated they did not receive a forwarding address in writing from the Tenant.

The Landlord testified that the tenant did not pay rent for December 2020, and January, February, March, and April 2021, and submitted as evidence a Monetary Worksheet indicating the same. The Landlord sought a monetary award of \$5,625.00 representing the unpaid rent for these months, along with a return of the filing fee. Allegedly, the Tenant did not indicate they wanted to end the tenancy; the Tenant simply stopped paying rent. The Landlord testified they were able to find a replacement tenant for the rental unit for May 2021.

### Analysis

The Landlord has applied to recover unpaid rent of \$5,625.00 representing unpaid rent of \$1,125.00 per month for December 2020, and January, February, March, and April 2021. The Landlord is also seeking a return of the filing fee.

The Tenant did not appear at the hearing, and there is no evidence before me that the Tenant had a legal right to withhold payment of rent.

Section 67 of the Act and [Policy Guideline 16](#) provide that if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party. In this case, the onus is on the landlord to prove entitlement to a claim for a monetary award.

I accept the Landlord's undisputed testimony and evidence that the Tenant did not pay rent as described, totalling \$5,625.00. I found the Landlord's testimony to be detailed and consistent with their application.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is successful in their application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute

resolution. I find the Tenant owes the Landlord an amount of \$5,725.00. This amount is the total of \$5,625.00 for unpaid rent and \$100.00 for the filing fee.

Using the offsetting provisions contained in section 72 of the *Act*, I allow the Landlord to retain the Tenant's security deposit in partial satisfaction for a monetary award granted.

### Conclusion

I hereby grant the Landlord a monetary order for \$5,225.00, the remaining amount owed by the Tenant to the Landlord as follows:

Item	Amount
Unpaid Rent for December 2020	\$1,125.00
Unpaid Rent for January 2021 to April 2021 (4 x \$1,125)	4,500.00
Less Security Deposit	(-500.00)
Return of Filing Fee	100.00
<b>Total</b>	<b>\$5,225.00</b>

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: October 22, 2021

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Residential Tenancy Branch