



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes OPC, MNRL-S, FFL

### Introduction

The landlord filed an Application for Dispute Resolution on June 16, 2021 seeking an Order of Possession pursuant to their notice to end tenancy. They also claim compensation for rent amounts owing and the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on October 15, 2021.

### Preliminary Matters

The landlord attended the hearing; the tenant did not attend. In the hearing the landlord provided that the tenant already moved out of the rental unit on July 14, 2021. Another occupant in the rental unit vacated on July 30, 2021. The tenancy ended and the rental unit is now re-occupied by different tenants.

To proceed with this hearing, I must be satisfied that the landlord made reasonable attempts to serve the tenant with this Notice of Dispute Resolution Proceeding. This means the landlord must provide proof that they served the document in a manner allowed under s. 89 of the *Act*, and I must accept that evidence.

The landlord gave testimony that the address they provided on the registered mail package was that of the rental unit, still occupied by the tenant's family member, who was the other occupant, at the time of its mailing. They provided a Canada Post registered mail tracking number. They mailed the notice of this hearing and their evidence on July 14, 2020, to have the item unclaimed and returned to them.

I accept the landlord's undisputed evidence that the tracking history showed that the occupant in the unit did not claim the registered mail item; therefore, I find they avoided service. As per s. 90(a), I deem the item received on July 19, 2021.

Based on the submissions of the landlord, I accept that they served the tenant notice of this hearing and the landlord's application in a manner complying with s. 89(1)(c) of the *Act*, and the hearing proceeded in the tenant's absence.

Given that the tenancy has already ended, the landlord seeking an Order of Possession is no longer an issue. I therefore dismiss this portion of the landlord's Application, without leave to reapply.

### Issues to be Decided

Is the landlord entitled to monetary compensation for unpaid rent, pursuant to s. 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application, pursuant to s. 72 of the *Act*?

### Background and Evidence

The landlord provided a copy of the tenancy agreement that the parties signed in 2004. The rent progressively increased to the current rent amount of \$1,132. The agreement shows rent payable on the first day of each month. The tenant paid a security deposit of \$425.

The reason for the landlord serving the One-Month Notice to End the Tenancy for Cause was the repeated late payment of rent. The tenant was late with rent payments, requiring documented reminders from the landlord, from November 2020 onwards. The landlord provided a ledger, and the claimed rent amounts here are for May, June, and July 2021. In the hearing, the landlord provided that the last rent payment from the tenant was \$1,700 on May 21, 2021. This is reflected in the ledger.

The ledger shows an accumulating balance total carrying over month after month. To the end of June, the amount is \$2,823, as shown in the ledger. As an update to their

claim, the landlord added the rent for July 2021, bringing the accumulated total to \$3,955.

### Analysis

From the testimony and evidence of the landlord, I am satisfied that a tenancy agreement was in place. They provided the specific terms of the rental amount and accounted for previous rental amount increases.

The *Act* section 26 outlines a tenant's duty to pay rent:

- (1) A tenant must pay rent when it is due under the tenancy agreement, whether 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.

I accept the evidence before me that the tenant failed to rent in full for each of the months May, June, and July 2021. The landlord presented that they tried to give the tenant opportunities to pay and provided detailed notices showing the amounts owing. The tenant did not comply.

The landlord provided detailed testimony and evidence in the form of the ledger to show the recorded amounts. This was supplemented with the landlord's testimony in the hearing. As presented, I find the amount of \$3,955 is accurate and validated through evidence, through to July 2021.

I grant this amount owing to the landlord, \$3,955.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The landlord has established a claim of \$3,955. After setting off the security deposit amount of \$425, there is a balance of \$3,530. I am authorizing the landlord to keep the security deposit amount and award the balance of \$3,530 as compensation for rent amounts owing.

As the landlord is successful, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$3,630 for their monetary claim, and a recovery of the filing fee for this hearing application. The landlord is provided with this Order in the above terms and the tenant must be served with **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 s. 9.1(1) of the *Act*.

Dated: October 15, 2021

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Residential Tenancy Branch