



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Watt Brothers Investment LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR-DR, OPR-DR-PP, FFL

Introduction

The Landlord filed an Application for Dispute Resolution via the direct request method on November 29, 2021. The Adjudicator in this office determined the Landlord advised the Tenant of this in proper fashion and accordingly awarded the Landlord an Order of Possession and a Monetary Order for \$4,700.

After this, the Tenant contacted the Residential Tenancy Branch and advised they were not notified of this Application by the Landlord. They received notice of a separate hearing set for July 2022 for the same matter. On that formal Application for Review Consideration, a separate Arbitrator granted a participatory hearing related to the Landlord's monetary claim only. The Tenant provided information on rent payments they had made which the Arbitrator awarded to the Landlord based on the Landlord's own record provided in the direct request process.

The matter thus proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on February 28, 2022.

Preliminary Matter

The Landlord attended the hearing on February 28; the Tenant did not attend. The Landlord provided evidence of how they notified the Tenant of this February 28 hearing, via registered mail. They provided evidence showing recent communication with the Tenant that shows the Tenant was aware of the scheduled hearing.

From what the Landlord presented as evidence of their notifying the Tenant of this hearing, I am satisfied they served the Tenant notice of this hearing in a method

prescribed by s. 89(2)(b) the *Act*. I consider the document received by the Tenant on February 13, 2022, as per s. 90(b) of the *Act*. The hearing proceeded in the Tenant's absence.

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 acknowledged the Tenant paid full rent for the month of October 2022. This was the full \$4,000 amount. The Tenant had raised this discrepancy in their Application for Review Consideration. In the hearing the Landlord adjusted their balance accordingly and provided an updated ledger as of February 8, 2022. This ledger records October 2021 as paid.

The Landlord provided their January 21, 2022 communication with the Tenant, held after the Landlord received the prior dispute hearing decision of January 12, 2022. The Landlord agreed to the final amount owing by the Tenant: \$2,724.95. This communication also shows the Landlord's proposed payment schedule by the Tenant: 2 payments of \$1,000 in February and March 2022, and the remainder in April 2022. The Tenant responded to state they would make the first payment on February 15th, and thereafter on March 15 and April 5. The Tenant in the message acknowledged the Landlord was keeping the security deposit amount of \$2,000 as payment toward the November 2021 rent owing.

In this hearing, the Landlord confirmed they received \$1,000 from the Tenant on February 15th. That leaves the remaining balance at \$1,724.95. This amount includes the \$100 filing fee and other amounts agreed to by the Tenant as indicated in the ledger.

Analysis

From the communication provided by the Landlord, I find the Tenant was aware of the amount still owing. The Landlord acknowledged that the Tenant paid October 2021 and no longer forms part of the amount left owing. From the statement of the Landlord in the hearing, I find the Tenant made their payment as planned on February 15th. This leaves the balance owing of \$1,724.95.

In the hearing, the Landlord stated they would withdraw their Application for the July 2022 hearing.

I find the evidence shows the Tenant agrees to pay the amount outstanding. As a surety to the Landlord, I provide them with a Monetary Order for the outstanding amount owing, \$1,724.95.

Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$1,724.95 for the rent amount still owing, recovery of the Application filing fee, and the other monetary amount they claimed. I provided the Landlord with this Monetary Order in the above terms, and they must serve it to the Tenant as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file it in the Small Claims Division of the Provincial Court where it will 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 s. 9.1(1) of the *Act*.

Dated: March 2, 2022

Residential Tenancy Branch