



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific City Developments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On January 10, 2022 the Landlord applied for:

- an order of possession for the rental unit, having issued a 10 Day Notice to End Tenancy, dated December 25, 2021 (the 10 Day Notice);
- a monetary order for unpaid rent, noting they held a security deposit;
- compensation for damage caused by the Tenant, their pets or guests to the unit, site or property, noting they held the security deposit;
- compensation of monetary loss or other money owed, noting they held the security deposit; and
- the filing fee.

The hearing began promptly and was attended by the Landlord, but not the Tenant. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; he was made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified he served the Notice of Dispute Resolution Proceeding (NDRP) on the Tenant by email on January 21, 2022, and his evidence by email on March 24, 2022. The Landlord testified that the Tenant had confirmed receipt of the NDRP. The Landlord testified that email was his primary means of communication with the Tenant throughout the tenancy, and provided documentary evidence in support. The Landlord testified that the Tenant vacated the rental unit, and did not leave a forwarding address, so email was his only way to get in touch with her. Based on the Landlord's testimony and evidence, I find the Landlord sufficiently served his NDRP and evidence on the Tenant in accordance with section 71 of the Act, and deem the NDRP received by the

Tenant on January 24, 2022 and the evidence received by the Tenant on March 27, 2022 in accordance with section 44 of the regulations.

Preliminary Matters

The Residential Tenancy Branch Rules of Procedure 2.3 states:

2.3 Related issues Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

As they are not related to the issuance of the 10 Day Notice, I dismiss, with leave to reapply, the Landlord's claims for compensation for damage caused by the Tenant, their pets or guests to the unit, site or property; and compensation of monetary loss or other money owed.

During the hearing the Landlord advised that as the Tenant vacated the rental unit at the end of January 2022, he was no longer seeking an order of possession. Therefore, I dismiss the Landlord's claim for an order of possession.

The Landlord testified that since the issuance of the 10 Day Notice, the Tenant owes additional unpaid rent for January 2022. In accordance with section 64(3)(c) of the Act, I amend the Landlord's claim to include the January 2022 rent.

Issues to be Decided

- 1) Is the Landlord entitled to a monetary order for unpaid rent?
- 2) Is the Landlord entitled to the filing fee?

Background and Evidence

The Landlord confirmed the following particulars of the tenancy. It began July 1, 2019; rent was \$1,225.00, due on the first of the month; and the Tenant paid a security deposit of \$612.50, which the Landlord still holds. A copy of the tenancy agreement is submitted as evidence.

A copy of the 10 Day Notice is submitted as evidence and indicates the tenancy is ending because the Tenant has failed to pay rent in the amount of \$1,225.00, due on December 1, 2021. The Landlord submitted as evidence a copy of a text exchange with

the Tenant, dated December 28, in which the Tenant indicates she received the 10 Day Notice via email.

The Landlord submitted as evidence a text exchange between the parties, dated January 19, in which the Landlord informs the Tenant he is seeking outstanding rent for two months.

Analysis

Based on the Landlord's affirmed testimony that the Tenant vacated the rental unit at the end of January, I find the tenancy ended on January 31, 2022, in accordance with section 44(1)(d) of the Act.

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement.

Based on the Landlord's affirmed undisputed testimony that the Tenant owes \$2,450.00 in unpaid rent for the months of December 2021 and January 2022, I find the Tenant breached the tenancy agreement and section 26 of the Act.

Therefore, I find the Landlord is entitled to a monetary award of \$2,450.00, in accordance with section 67 of the Act.

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 his application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution.

In accordance with section 72 of the Act, I allow the Landlord to retain \$612.50 of the Tenant's security deposit in partial satisfaction.

I find the Landlord is entitled to a monetary order in the amount of \$1,937.50, as follows:

Unpaid rent	\$2,450.00
Filing fee	\$100.00
Security deposit	-\$612.50
Amount owed	\$1,937.50

Conclusion

The Landlord's application is granted.

The Landlord is granted a monetary order in the amount of \$1,937.50. The monetary order must be served on the Tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: April 11, 2022

Residential Tenancy Branch