



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Society of Hope  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on November 17, 2021 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Hearing Package on November 22, 2021.

The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy under written agreement started on July 1, 2017. At the outset of the tenancy the Landlord collected \$415.00 as a security deposit. On September 7, 2021 the Tenant gave notice to end the tenancy for September 30, 2022. Rent of \$970.00 was payable on the first day of each month. Immediately upon receipt of the notice to end tenancy the Landlord started contacting prospective tenants from a list and was not able to find a tenant to start another tenancy sooner than October 15, 2021 due to notice requirements on those prospective tenants. Because of the short notice the Tenant agreed to pay rent of \$485.00 for October 1 to 15, 2022. The Parties mutually conducted a move-in and move-out inspection with completed reports copied to the Tenant. The Tenant agreed in writing on the move-out report conducted October 7, 2021 to a deduction of \$25.00 from the security deposit of \$415.00 and the remaining security deposit was returned to the Tenant. The Tenant provided their forwarding address on the move-out report. The Tenant subsequently cancelled the agreed upon rent payment that was to have been made by automatic deposit. The Landlord claims \$485.00 plus the \$100.00 filing fee.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's undisputed evidence of monthly rents payable and the Landlord's undisputed evidence of an agreement by the Tenant to pay the rent of **\$485.00** for October 2021 rent, supported by the evidence of the payment being made and then cancelled, I find that the Landlord is entitled to this amount. As the Landlord has been successful with their application, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$585.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$585.00**. If necessary, this order may be filed in the Small Claims 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 Section 9.1(1) of the Act.

Dated: April 20, 2022

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Residential Tenancy Branch