



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on February 2, 2022 seeking an order to recover the money for unpaid rent, and other money owed. Additionally, the Landlord seeks to recover the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 5, 2022. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The Landlord attended the telephone conference all hearing; the Tenants (hereinafter, the “Tenant”) did not attend.

Preliminary Matter

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 at a verified address allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing the Landlord stated that they used registered mail to send the Notice of Hearing to the Tenant. The tracking record shows the package delivered on February 14, 2022. This package included the evidence the Landlord presents in this hearing. The Landlord gave testimony that the address they provided on the registered mail package was the rental unit address that the Tenant occupied until February 20, 2022. The Landlord provided an image of the registered mail envelope they used, with the label attached bearing the tracking number.

I accept the Landlord's evidence that they sent the package to the Tenant via registered mail. This is sufficient for the purposes of the *Act*. Based on the submissions of the Landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(1)(c) of the *Act*, and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for recovery of rent, and/or other money owing, 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 and spoke to its relevant terms in the hearing. Both parties signed the tenancy agreement on November 3, 2020 for the tenancy starting on November 1, 2020. This was for a short-term 4-month timeframe, then reverted to a month-to-month agreement after that. The monthly rent amount was \$550, payable on the 1st of each month. The tenant paid a security deposit of \$275.

In the hearing, the Landlord set out that the Tenant moving out on February 20, 2022 was a surprise. The Tenant did not respond to the Landlord's enquiries on rent amounts owing; moreover, they left the rental unit in an unclean state.

The Landlord also described the occurrences of no rent payments from the Tenant, from October 2021 through to February 2022. The Tenant would say their phone was not working, or they had to go to the bank – these were examples of reasons stated by the Tenant to the Landlord for no rent payments. The Landlord pursued dispute resolution in 2021, and for this the Tenant paid the months of August and September in full as specified by that decision.

The Landlord claims for each of the months of October to December 2021, and January – February 2022. This total is \$2,750.

After their move out from the rental unit, the Tenant has not responded to emails and did not provide a forwarding address to the Landlord.

The Landlord added \$87.47 for interest on the rent amounts owing. This was for each of the months of August to December 2021, and January 2022, and a 9% interest rate. In the hearing, the Landlord stated this rate was “based on something that sounded reasonable”. They researched and found suggestions online of between 4% and 9%, so they aimed for a higher interest rate, with this scenario being one where the Tenant blatantly did not pay rent.

In total, the Landlord’s claim for monetary compensation is \$2,837.47.

Adding a \$100.00 Application filing fee for this hearing, the total amount of the Landlord’s claim is \$2,937.47.

Analysis

The *Act* s. 26 requires a tenant to pay the monthly rent, regardless of any breaches by a landlord, or other monetary amounts a tenant feels is owing to them.

For the rent amounts owing, I find the Landlord has verified the amount in question and provided proof that the amount owing is in relation to this tenancy. As a result, I find the amount of \$2,750 satisfies the Landlord’s claim for rent owing; I so award this amount to the Landlord via monetary order.

The Landlord claimed for interest amounts on this outstanding rent amount; however, neither the *Act* nor the *Residential Tenancy Regulation* provides for interest on rent owing.

The Landlord has properly made a claim against the security deposit and has the right to do so. The Landlord is holding this amount of \$275. I order this amount deducted from the total of the rent amounts set out by the Landlord. Reducing the rent total by \$275 brings the total monetary order to \$2,475.

Because the landlord was successful in their Application, I grant the reimbursement of the \$100 Application filing fee.

Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$2,575 for compensation set out above and the 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, the Landlord may file this Order 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: May 6, 2022

Residential Tenancy Branch