



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER LUXURY REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on October 08, 2021 (the “Application”). The Landlords sought the following:

- To recover unpaid rent
- To keep the security and pet damage deposits
- For reimbursement for the filing fee

H.C. and G.S. attended the hearing for the Landlords. Nobody attended the hearing for the Tenant. I explained the hearing process to H.C. and G.S. I told H.C. and G.S. they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). H.C. and G.S. provided affirmed testimony.

The Landlords submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlords’ evidence.

H.C. testified that the hearing package and Landlords’ evidence were sent to the rental unit by registered mail October 19, 2021. H.C. provided Tracking Number 319. I looked Tracking Number 319 up on the Canada Post website which shows the package was delivered October 19, 2021.

Based on the undisputed testimony of H.C. and Canada Post website information, I find the Tenant was served with the hearing package and Landlords’ evidence in accordance with sections 88(c) and 89(1)(c) of the *Residential Tenancy Act* (the “Act”).

Based on the Canada Post website information, I find the Tenant received the package October 19, 2021, in sufficient time to prepare for, and appear at, the hearing.

Given I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. H.C. and G.S. were given an opportunity to present relevant evidence and make relevant submissions. I have considered all documentary evidence and testimony of H.C. and G.S. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Are the Landlords entitled to recover unpaid rent?
2. Are the Landlords entitled to keep the security and pet damage deposits?
3. Are the Landlords entitled to reimbursement for the filing fee?

### Background and Evidence

A written tenancy agreement was submitted as evidence. The tenancy started September 01, 2018. Rent was \$5,500.00 per month due by the first day of each month. The Tenant paid \$5,500.00 for the security and pet damage deposits.

H.C. testified as follows. The tenancy ended December 05, 2021. The Tenant never provide a forwarding address to the Landlords. The Tenant owed \$5,000.72 in unpaid rent at the end of 2020. In June of 2021, the Tenant failed to pay \$4,152.03 of rent. The Tenant did not pay any rent from July to October of 2021. The Tenant currently owes \$31,152.75 in unpaid rent. The Tenant never had authority under the *Act* to withhold rent.

The Landlords submitted the following evidence:

- Rent ledger
- 10 Day Notice for unpaid rent due July 01, 2021
- Repayment Plan
- Monetary Order Worksheet

### Analysis

Section 7 of the *Act* states that, if a tenant does not comply with the *Act* or their tenancy agreement, they must compensate the landlord for loss that results.

Section 26(1) of the *Act* requires a tenant to pay rent in accordance with their tenancy agreement unless they have a right to withhold rent under the *Act*.

I accept the undisputed testimony of H.C. and based on it, as well as the documentary evidence submitted, I find the following.

The Tenant was required to pay \$5,500.00 in rent per month by the first day of each month pursuant to the tenancy agreement. The Tenant failed to pay \$31,152.75 in rent in 2020 and 2021. The Tenant never had authority under the *Act* to withhold rent. The Landlords are entitled to recover \$31,152.75 in unpaid rent.

Given the Landlords have been successful in the Application, I award them \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the *Act*.

In total, the Landlords are entitled to \$31,252.75.

Pursuant to sections 38 and 39 of the *Act*, the Landlords were permitted to seek to keep the security and pet damage deposits at the time the Application was filed. Pursuant to section 72(2) of the *Act*, the Landlords can keep the security and pet damage deposits towards the \$31,252.75 owing. The Landlords are issued a Monetary Order for the remaining \$25,652.75.

### Conclusion

The Landlords are entitled to \$31,252.75. The Landlords can keep the security and pet damage deposits. The Landlords are issued a Monetary Order for the remaining \$25,652.75. This Order must be served on the Tenant and, if the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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: May 27, 2022

---

Residential Tenancy Branch