



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPU-DR, MNU-DR, FFL, MNDCL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent (“Ten-Day Notice”) pursuant to sections 46 and 55;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

This hearing also dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;

- An order to allow an assignment or sublet when permission has been unreasonably denied pursuant to section 65;

CG attended as agent for the landlord (“the landlord”). The landlord was provided an opportunity to present evidence and submit testimony. The hearing process was explained.

The landlord acknowledged they were not recording the hearing.

The landlord provided their email address for the receipt of this Decision.

Consideration of preliminary matters follow.

1. Attendance of Tenant and Dismissal of Tenant’s Claims

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 17 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing – *If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party or dismiss the application with or without leave to reapply.*

As the tenant did not attend the hearing and in the absence of any evidence or submissions, I order the tenant’s application dismissed without leave to reapply.

2. Direct Request Proceeding

This hearing is a continuation of a Direct Request Proceeding and Decision dated March 3, 2022.

The Adjudicator referred the application to a participatory hearing as the second name for the tenant on the Application for Dispute Resolution and the agreement were different:

I have reviewed all documentary evidence and I find that the name of the tenant on the tenancy agreement (Person A.M.) does not match the name of the tenant on the Application for Dispute Resolution (person A.F.).

3. Name of Tenant

The landlord testified that the tenant used the names AM and AF interchangeably, the first name being the tenant's pre-marriage name and the second being her married name.

The landlord submitted a copy of the tenancy agreement between the parties which names the tenant as AM.

The landlord referred the Arbitrator to the previous proceedings in which the landlord obtained an Order of Possession, referenced below. The RTB file number appears on the first page.

The previous proceedings relate to the same tenancy. The tenant's Application for Dispute Resolution was submitted in the name AF. The Arbitrator amended the tenant's name to be:

AM aka AF

The landlord requested the name of the tenant be similarly amended to be AM, aka AF, as stated in the previous proceedings and in keeping with the tenant's practice or using both names.

I find the amendment is not prejudicial to the tenant.

Pursuant to the landlord's evidence and upon reviewing the previous Decision which related to the same tenancy, the name of the tenant is amended as requested.

The name of the tenant is amended from AF to:

AF aka AM

4. Order of Possession

On March 17, 2022, an Arbitrator heard the tenant's application in the previous proceeding to cancel the landlord's One Month Notice, along with other relief.

The tenant did not attend their own hearing. The landlord attended. The Arbitrator's Decision dismissed the tenant's application and granted an Order of Possession.

The landlord also granted the landlord an award for reimbursement of the filing fee and directed the landlord may deduct the award from the security deposit pursuant to section 72.

No security deposit was made by the tenant.

5. Landlord's claims

As the landlord testified no security deposit was made by the tenant, the landlord requested a Monetary Order in the amount of \$100.00 for the award in the previous application as well as the current application for a total award under this heading of \$200.00.

The landlord testified the tenant vacated the unit March 23, 2022. Accordingly, the landlord withdrew all claims except for a Monetary Order for outstanding rent of \$3,600.00 and reimbursement of the filing fees of \$200.00,

The landlord requested a Monetary Order in the total amount of \$3,800.00.

6. Service by Landlord upon Tenant

The landlord testified that they served the tenant with their Application for Dispute Resolution and Notice of Hearing, sent by registered mail on May 16, 2022. The landlord stated that the tenant failed or refused to pickup the package and it was returned unclaimed. Filed in evidence is a copy of the Canada Post tracking number and receipt.

Further, this hearing date was scheduled based on the tenant's request for a hearing. The tenant has received multiple notifications and reminders from the Residential Tenancy Branch. I am satisfied that tenant was fully aware of their requirement to present at today's hearing.

Further to the landlord's testimony and evidence, I find the tenant was deemed served 5 days after it was mailed May 21, 2022 pursuant to the provisions of the Act.

Issue(s) to be Decided

Is the landlord entitled to the relief requested?

Background and Evidence

The landlord provided uncontradicted affirmed testimony as the tenant did not appear at the hearing.

The landlord submitted a copy of the lease and summarized the background of the tenancy between the landlord and the tenant. The monthly tenancy began on February 1, 2017. Monthly rent was \$900.00 payable on the first of the month. No security deposit was provided.

The tenant did not pay rent for the last 4 months of the tenancy. As recounted earlier, the landlord obtained an Order of Possession on March 17, 2022, and the tenant moved out on March 23, 2022.

The landlord testified as the arrears of rent of \$3,600.00.

The landlord provided uncontradicted testimony the amount claimed remain unpaid and owing to the landlord.

The landlord requested a Monetary Order for outstanding rent of \$3,600.00 and reimbursement of the filing fees of \$200.00.

Analysis

I accept the landlord's uncontradicted testimony and documentary evidence in its entirety.

I find as follows. The tenant did not pay the landlord the amount claimed for unpaid rent for the last four months of the tenancy. The tenant owes the landlord \$3,600.00 for outstanding rent.

Therefore, I grant the landlord a Monetary Order pursuant to section 67 for outstanding rent as requested of \$3,600.00.

As the landlord was successful in this application, I award the landlord the amount of \$100.00 for reimbursement of the filing fee. I direct that the amount of the previous award for reimbursement of the filing fee be added to the Monetary Order..

My award to the landlord is summarized in the following table:

ITEM	AMOUNT
Rent outstanding	\$3,600.00
Reimbursement filing fee previous application	\$100.00
Reimbursement filing fee	\$100.00
TOTAL	\$3,800.00

In summary, I grant the landlord a Monetary Order for **\$3,800.00**.

Conclusion

The tenant's application is dismissed without leave to reapply.

I grant the landlord a Monetary Order for **\$3,800.00**.

The Order must be served on the tenant. If the tenant fails to comply, the landlord may file the Order with the Courts of British Columbia to 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 03, 2022

Residential Tenancy Branch