



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S MNRL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$13,900.00 for unpaid rent or utilities, for damage to the unit, site or property, to offset any amount owing with the tenants' security deposit, and to recover the cost of the filing fee.

Landlord agent, TV (agent) attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated October 19, 2021 (Notice of Hearing), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served on each tenant by a separate registered mail package at the forwarding address confirmed by the tenants and a skip tracer. The registered mail tracking numbers were provided, which have been included on the cover page of this decision for ease of reference. According to the online Canada Post registered mail tracking website, the registered mail packages were both mailed on October 20, 2021. The package addressed to TLK was signed for and delivered as of November 2, 2021. The package addressed to AJP was unclaimed and marked as returned to sender. Pursuant to section 90 of the Act, which states that documents are deemed served 5 days after they are mailed, I find that TLK was served as of November 2, 2021, the date TLK signed for and accepted their registered mail package. I find the AJP was deemed served as of October 25, 2021, which is 5 days after the package was mailed on October 20, 2021.

Given the above, I find this application to be unopposed by the tenants as both tenants have been sufficiently served and neither attended the hearing. The hearing continued without the tenants present in accordance with Rule 7.1, 7.3 and 7.4 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules), which address consequences for not attending a dispute resolution hearing.

Preliminary and Procedural Matter

The agent confirmed the email addresses for both parties at the outset of the hearing and stated that they understood that the decision would be emailed to both parties.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the security deposit of the tenants?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on September 1, 2018. Monthly rent of \$2,700.00 was due on the first day of each month as listed on the tenancy agreement. The landlord continues to hold the tenants' security deposit of \$1,350.00, which has accrued \$0.00 in interest to date.

The landlord's monetary claim is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning fee	\$300.00
2. Unpaid rent for April to August 2020	\$13,500.00
3. Filing fee	\$100.00
TOTAL	\$13,900.00

Regarding item 1, the landlord has claimed \$300.00 for a cleaning fee due to what the agent described as an unreasonably dirty rental unit. The landlord submitted an invoice for \$300.00 for cleaning in support of their claim.

Regarding item 2, the landlord states that the tenant reneged on their COVID-related repayment plan owing for 5 months of rent at \$2,700.00 per month as follows:

1. April 2020	\$2,700.00
2. May 2020	\$2,700.00
3. June 2020	\$2,700.00
4. July 2020	\$2,700.00
5. August 2020	\$2,700.00

TOTAL	\$13,500.00
--------------	--------------------

The landlord is also seeking the filing fee of \$100.00 and wants to offset the security deposit of \$1,350.00 towards rent owing.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$13,900.00**, comprised of \$300.00 for cleaning, \$13,500.00 for unpaid rent arrears and the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlord's application is successful. I have considered the undisputed testimony of the agent and that the application was unopposed by the tenant.

Furthermore, I find the tenant breached section 26 of the Act by failing to pay \$2,700.00 for each of the months claimed as this section requires that rent be paid on the date in which it is due and once you fail to may a repayment plan payment, all rent arrears become due.

In addition, I find the tenant breached section 37 of the Act, which requires the tenant to leave the rental unit in reasonably clean condition, less reasonable wear and tear. I find the tenants failed to leave the rental unit reasonably clean based on the undisputed testimony and the cleaning receipt.

Pursuant to section 38 and 62(3) of the Act, I authorize the landlord to retain the tenants' full \$1,350.00 security deposit, which has accrued \$0.00 in interest, in partial

satisfaction of their monetary claim. I grant the landlord a monetary order pursuant to section 67 of the Act, for the balance owing by the tenants to the landlord of \$12,550.00.

I caution the tenants to comply with sections 26 and 37 of the Act in the future, which requires rent to be paid on the date that it is due and to leave the rental unit in a reasonably clean condition at the end of the tenancy.

Conclusion

The landlord's application is fully successful.

The landlord has established a total monetary claim of \$13,900.00 and after the security deposit has been offset, the landlord is granted a monetary order for the balance owing by the tenants to the landlord in the amount of \$12,550.00.

The landlords must serve the tenants with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division). The tenants may be held liable for all costs associated with enforcing the monetary order.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 23, 2022

Residential Tenancy Branch