



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNRL, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution by Direct Request (the “Application”) on July 5, 2022 seeking an order of possession for the rental unit, a monetary order to recover the money for unpaid rent, and to recover the filing fee for their Application.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on November 16, 2022. In the conference call hearing, I explained the process and provided the attending party, the Landlord, the opportunity to ask questions.

### Preliminary Matter – Landlord’s service of Notice of Dispute Resolution Proceeding

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with the Notice of Dispute Resolution Proceeding for this hearing. This means the Landlord must provide proof that they served that document using a method allowed under s. 89 of the *Act*, and I must accept that evidence.

The Landlord set out how they served this Notice to the Tenant using registered mail, sent on July 19, 2022. The Landlord also provided a copy to the Tenant in the Landlord’s workplace that is just beneath the rental unit in the same building. In the hearing the Landlord provided the tracking number. The Landlord provided in their evidence an image of the registered mail label final reminder as it sat outside the Tenant’s rental unit door.

Based on the submissions of the Landlord, as well as the evidence of their registered mail in the form of the receipt and mailing label, I find they served the Notice of Dispute Resolution Proceeding in a manner complying with s. 89(1)(c) of the *Act*. The hearing thus proceeded in the Tenant's absence. I find the Tenant had proper notification of this participatory hearing, and more likely than not chose not to attend.

#### Preliminary Matter – tenancy ended

At the start of the hearing, the Landlord confirmed that the Tenant had moved out. They entered the rental unit with the police a few days before the hearing. The Landlord could not accurately give the precise date on which the Tenant moved out from the rental unit.

The Landlord described the state of the rental unit, with power cut off, and a pet in distress at the time they inspected. Given the state of the rental unit, and no contact from the Tenant for quite some time, I conclude that the tenancy has ended. For this reason, I amend the Landlord's Application to withdraw the issue of an Order of Possession for the rental unit.

#### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation for unpaid rent 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

In the hearing the Landlord shared that there was no formal tenancy agreement document. The Landlord agreed at the start of the tenancy for a \$300 security deposit, with rent at \$600 per month. This tenancy started in the summer of 2014, and the rent never increased over the course of the tenancy.

The Landlord provided a copy of the 10-Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice") they signed on June 29, 2022. This provided for the end-of-

tenancy date of July 10, 2022. The Landlord served this document by leaving a copy in the mailbox at the rental unit. The Landlord provided an image of the 10-Day Notice document with other mail.

Page 2 of the document shows the reason the Landlord served the 10-Day Notice: this is unpaid rent in the amount of \$3,600, for each consecutive month from January through to June 2022.

The Landlord stated in the hearing that they received no notice that the Tenant opted to dispute the 10-Day Notice through a formal process at the Residential Tenancy Branch. The Landlord received no rent following this notice, within the required timeline of 5 days as set out on page 1 of the 10-Day Notice.

In the hearing, the Landlord provided that the Tenant did not pay rent for any of the following months of July, August, September, October and through to November. The total amount of rent owing, as of the date of the hearing, was \$6,600. The Landlord noted they received no answer to their communication, and no messages from the Tenant to them concerning the tenancy.

### Analysis

The *Act* s. 67 allows for an arbitrator to determine the amount of money owing, and order a party to pay compensation to the other.

The Landlord presented testimony in the hearing that the Tenant did not pay any rent in 2022. This is evidence on the record in this matter, and the Tenant did not attend the hearing to challenge the Landlord's evidence. I find it more likely than not that the Tenant did not pay rent at all in 2022 and vacated the rental unit by the end of October 2022.

I provide the Landlord with a Monetary Order for the outstanding rent amount owing. That amount is \$6,000. The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The landlord has established a claim of \$6,000. After setting off the security deposit amount of \$300, there is a balance of \$5,700. I am authorizing the Landlord to keep the security deposit amount and award the balance of \$5,700 as compensation for the rent amounts owing.

Because the Landlord was successful in their Application, I grant the \$100 Application filing fee award to them.

### Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$5,800. 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, this Order may be filed in the Small Claims Division of the Provincial 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 s. 9.1(1) of the *Act*.

Dated: November 16, 2022

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Residential Tenancy Branch