



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRG THE RESIDENTIAL GROUP
REALTY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNRL-S ,FFT

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

While the landlord's agent LP ("landlord") attended the hearing by way of conference call, the tenant did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Pursuant to Rule 6.11 of the RTB Rules of Procedure, the Residential Tenancy Branch's teleconference system automatically records audio for all dispute resolution hearings. In accordance with Rule 6.11, persons are still prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video or digital recording. The landlord confirmed that they understood.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package to the tenant's email in accordance with the substituted service order granted on May 12, 2022. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on May 17, 2022, five days after the email was sent. The tenant did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary order for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed-term tenancy began on April 22, 2021 and was to end on April 30, 2022. Monthly rent was set at \$2,700.00, payable on the first of the month. The landlord had collected a security deposit of \$1,350.00 for this tenancy.

The landlord testified that the tenant stopped paying any rent as of February 2022. The landlord testified that the tenant did not pay any rent for February, March, or April 2022, and the landlord discovered the rental unit to be abandoned on April 20, 2022 after inspecting the rental unit. The landlord testified that a \$100.00 rent overpayment from January 2022 was applied to the February 2022 rent, leaving \$8,000.00 in outstanding rent for this tenancy. The landlord submitted a text message from the tenant giving permission for the landlord to retain the security deposit to use "as you see fit". The landlord testified that the security deposit was used to cover the locksmith and cleaning for the tenancy.

Analysis

Section 26 of the Act, in part, states as follows:

Rules about payment and non-payment of rent

26 (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I find the landlord provided undisputed evidence to support that the tenant had moved out, and has not paid the \$8,000.00 in outstanding rent. Accordingly, I allow the landlord's application to recover this amount.

As the landlord was successful in their application, I am allowing the landlord to recover the filing fee from the tenant.

Conclusion

I issue a Monetary Order in the amount of **\$8,100.00** in the landlord's favour for recovery of the unpaid rent and the filing fee.

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 19, 2022

Residential Tenancy Branch