



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, FF

### Introduction

This hearing convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order of possession of the rental unit pursuant to a One Month Notice to End Tenancy for Cause (Notice) served to the tenants, a monetary order for unpaid rent, authority to keep the tenants' security deposit to use against a monetary award, and filing fee.

At the hearing, the landlord's agents attended the teleconference hearing. The tenants did not attend the hearing. For this reason, service of the application for dispute resolution, evidence, and notice of hearing (application package) was considered.

The agent testified that the tenants were served the application package by registered mail. The landlord filed the Canada Post tracking numbers in evidence. The agent said that tenant JS was no longer living at the residence and their mail was returned. Further, the tenant AC collected their registered mail, according to the agent.

Based on the landlord's testimony and evidence, I find that tenant AC was sufficiently served the landlord's application and the hearing proceeded in AC's absence. I find that tenant JS was not served, as the tenant no longer lived at the address the registered mail was delivered. For this reason, I have excluded JS from any further consideration in this matter and their name was removed from any subsequent orders.

During the hearing the agents were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

### Preliminary and Procedural Matters-

The agent submitted that the tenant, AC, vacated the rental unit sometime in early December 2022, without notice. As the tenancy was over, the agent confirmed the landlord no longer required an order of possession of the rental unit, further confirming they wanted only consideration of their monetary claim and recovery of the cost of the filing fee.

Additionally, the landlord attempted to amend and increase their monetary claim of \$4,900 by way of additional evidence filed in January 2023. I decline to consider the landlord's request for damages and cleaning, as the landlord may not amend an application through evidence, only by way of an amended application, with an exception, which will be addressed below. The landlord is at liberty to make another application for dispute resolution against the tenant to bring further claims.

#### Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant and recovery of the cost of the filing fee?

#### Background and Evidence

The evidence is that this tenancy began on April 20, 2022 and ended sometime in early December, when the tenant vacated. The monthly rent under the written tenancy agreement was \$2,600 and the tenants paid a security deposit of \$1,300.

The landlord's monetary claim is \$4,900. This amount is comprised of \$2,300 for unpaid rent for August 2022, and \$2,600 for unpaid rent in September 2022.

The agents asked if they could also be granted monetary compensation for the unpaid rent for October, November and December 2022, as the tenant failed to pay any rent for those months.

Filed in evidence was a written, signed statement from the landlord. The landlord wrote that the tenant moved out on December 4, 2022. Further, the tenant did not pay \$1,200 for August, or \$2,600 for each month of September, October, and November 2022, for a total rent deficiency of \$9,000 through November. The landlord also filed bank records noting the rent payments. Noted is that the landlord's written statement contradicts the

original monetary order worksheet, in that it was claimed the tenants owed \$2,300 for unpaid rent in August 2022.

### Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

Through the written statement and the agents' testimony, I find the landlord provided sufficient evidence that the tenant owed, but did not pay the full amount of rent for August 2022, leaving a rent deficiency of \$1,200, or any rent for September, 2022, leaving a rent deficiency of \$2,600.

The Residential Tenancy Branch (RTB) Rules of Procedure (Rules) 4.2 allow for an amended monetary claim at the hearing in circumstances where the amount owing in rent has increased since the application was made. I find it reasonable that the landlord be allowed to amend their original monetary claim in their application, to account for further unpaid rent as the tenant did not vacate the rental unit until December 2022, without paying any rent.

I find that the landlord submitted sufficient, unopposed evidence to prove that the tenant owed a total amount of unpaid rent for October, November and December 2022, the month the tenant vacated, in the amount of \$7,800, or \$2,600 each.

As a result, I find the landlord has established a monetary claim of **\$11,600**, for the outstanding unpaid monthly rent through December 2022 (\$1,200 for August, \$2,600 for September through December, each, all as noted above).

I grant the landlord recovery of their filing fee of **\$100**, due to their successful application.

I find the landlord has established a total monetary claim of **\$11,700**, for the unpaid monthly rent and the filing fee, as noted above.

I direct the landlord to retain the tenants' security deposit of \$1,300 and deduct this amount of \$1,300 in partial satisfaction of the monetary award of \$11,700. I grant the landlord a **monetary order** for the balance due, pursuant to section 67 of the Act in the amount of **\$10,400**.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is **cautioned** that costs of such enforcement are subject to recovery from the tenant.

### Conclusion

The landlord's application for a monetary order for unpaid rent and the filing fee has been granted in the above terms.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: January 23, 2023

---

Residential Tenancy Branch