



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNR, MNSD, FFL

Introduction

On April 26, 2022, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; to keep the security deposit, and to recover the filing fee.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) attended the teleconference hearing; however, the Tenant did not attend.

The Landlord testified that on May 21, 2022 he sent the Notice of Dispute Resolution Proceeding to the Tenant using registered mail. The Landlord provided a copy of the registered mail receipt and a document bearing the signature of the Tenant indicating that the mail was signed for on May 26, 2022. I find that the Tenant was served the notice of dispute resolution proceeding on May 26, 2022, in accordance with sections 89 and 90 of the Act. The hearing proceeded.

At the start of the hearing, I introduced myself. The hearing process was explained. The Landlord was provided with an opportunity to ask questions about the hearing process. He was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent and disposal fees?
- Can the Landlord keep the security deposit towards the claims?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on March 1, 2016, as a one-year fixed term tenancy that continued thereafter on a month-to-month basis. Rent in the amount of \$1,300.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$700.00.

The Landlord testified that the Tenant regularly failed to pay the full rent owing under the tenancy agreement.

The Landlord testified that starting in 2018 the Tenant was in arrears every year and that the Landlord was being patient because of their work friendship and because of the Covid 19 pandemic. The Landlord provided a rent ledger documenting the rent payments received and also provided a record of the email money transfers received by the Landlord as proof of this claim. The Landlord is claiming the following amounts:

<u>Unpaid Rent</u>	Arrears owing
2018	\$300.00
2019	\$4,300.00
2020	\$9,450.00
2021	\$4,450.00
total	\$18,500.00

The Landlord testified that they are only seeking \$18,200.00 as stated on their application.

Dumping Fees

The Landlord testified that the Tenant left some poor-quality furniture and garbage behind in the unit after she vacated on August 19, 2021. The Landlord disposed of the furniture and garbage and has provided two receipts dated August 28, 2021, in the amount of \$86.00 for the disposal costs.

Security Deposit

The Landlord is seeking to keep the security deposit of \$700.00 in partial satisfaction of his monetary claims.

Analysis

Residential Tenancy Policy Guideline # 3 Claims for Rent and Damages for Loss of Rent provides the following information:

The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As a general rule this includes compensating the landlord for any loss of rent up to the earliest time that the tenant could legally have ended the tenancy.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I accept the Landlord's testimony that the Tenant entered into a tenancy agreement that required her to pay rent of \$1,300.00 each month. I find that the Tenant regularly failed to pay all the rent owing under the tenancy agreement.

I accept the Landlord's evidence that the Tenant had arrears of rent dating back to 2018 up until August 19, 2021, when she vacated the rental unit.

I find that the Tenant owes the Landlord \$18,200.00 for unpaid rent. I award the Landlord the amount of \$18,200.00.

I accept the Landlord's testimony that the Tenant left furniture and garbage in the rental unit that needed to be disposed of. I accept the Landlord's evidence that he disposed of the garbage on August 28, 2021, at a cost of \$86.00. I award the Landlord the amount of \$86.00.

I authorize the Landlord to keep the security deposit of \$700.00 towards the Landlord's monetary awards.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$18,386.00 comprised of \$18,200.00 for unpaid rent; \$86.00 for disposal costs, and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$700.00 towards the award of \$18,386.00, I find that the Landlord is entitled to a monetary order for the balance of \$17,686.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant regularly failed to pay all the rent owing under the tenancy agreement for a number of years. The Tenant owes the Landlord \$18,200.00 for unpaid rent; \$86.00 for disposal costs, and the \$100.00 fee paid by the Landlord for this hearing.

I grant the Landlord a monetary order in the amount of \$17,586.00.

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: January 23, 2023

Residential Tenancy Branch