



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNRL-S, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution by Direct Request (the “Application”) on December 20, 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 January 27, 2023. 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 Tenants 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 of Dispute Resolution Proceeding to each Tenant using registered mail, sent on December 22, 2022, the day after they received the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch. Neither of the Tenants accepted this registered mail and the two pieces were re-routed back to the Landlord. The Landlord presented a copy of the registered mail receipts, and images of the registered mail labels. In the hearing, the Landlord provided that the address used was that of the rental unit where the Tenants resided at that time.

Based on the submissions of the Landlord, as well as the evidence of their registered mail in the form of the receipts and mailing labels, I find they served the Notice of Dispute Resolution Proceeding in a manner complying with s. 89(2)(b) of the *Act*. The hearing thus proceeded in the Tenants' absence.

#### Preliminary Matter – end of tenancy

At the start of the hearing, the Landlord provided that the TTs moved out from the rental unit on January 17, 2023. In their words, an Order of Possession in line with the 10-Day Notice to End Tenancy for Unpaid Rent was not necessary. I amend the Landlord's Application to withdraw this issue.

#### Issues 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

The Landlord submitted a signed copy of the Residential Tenancy Agreement. This shows the start of tenancy date was January 1, 2022. The rent was \$1,400 per month payable on the first of each month. The Tenant paid a security deposit amount of \$700 as shown in the agreement on January 4, 2022.

The Landlord also provided evidence of a January 2023 rent increase amount, with the rent amount for that calendar month set at \$1,428. This notification was served to the Tenant on September 16, 2022. The Landlord in the hearing stated this amount was factored in to rent amounts left outstanding by the Tenants.

The Landlord provided a copy of the 10-Day Notice to End Tenancy for Unpaid Rent (the "10-Day Notice") they signed on December 6, 2022. This provided for the end-of-tenancy date of December 19, 2022. The Landlord served this document by leaving a

copy in the mailbox/mailslot where the Tenants resided. The Landlord provided a “proof of service” document that indicates the same, for the service date of December 6, 2022.

Page 2 of the document shows the reason the Landlord served the 10-Day Notice: this is unpaid rent in the amount of \$7,510.25, due on December 1, 2022.

The Landlord presented a ledger for this tenancy, dated December 20, 2022. This shows the amount of \$7,510.25 (which formed the basis for the 10-Day Notice), as the accumulation of April 2022 in full, a nominal charge for the returned payment, the same for June 2022, and no rent in July 2022, or August 2022, a \$400 shortfall in November 2022, and no rent in December 2022. This totals \$7,510.25, as shown in the ledger.

The Landlord presented that the Tenant paid \$700 for January 2023 rent on January 17, 2023. Factoring in the rent increase (at \$1,428), this adds \$728 to the total, for a total amount owing of \$8,238.25.

### Analysis

I have reviewed the copy of the tenancy agreement. I find the Tenants were aware of the current rent amount at all times. Based on the testimony of the Landlord, and the proof of an agreement between the parties, I find the rent agreement was in place and clearly stated the amount of \$1,400, and the schedule for payment.

I also find the Landlord properly notified the Tenants of the rent increase to \$1,428 in due course, as required by the *Act* s. 42.

I provide the Landlord with a Monetary Order for the outstanding rent amount owing, as of the date of this hearing. That amount is \$8,238.25. 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 \$8,238.25. After setting off the security deposit amount of \$700, there is a balance of \$7,538.25. I am authorizing the Landlord to keep the security deposit amount and award the balance of \$7,538.25 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 \$7,538.25. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: January 27, 2023

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Residential Tenancy Branch