



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding 1371 BLACKWOOD STREET HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$2,124.70 for unpaid rent or utilities and to recover the cost of the filing fee.

Two agents for the landlord, LAH and KC (agents) attended the teleconference hearing and gave affirmed testimony. During the hearing the agents were given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the issues and my findings.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated June 14, 2022 (Notice of Hearing), application and documentary evidence (Hearing Package) were considered. The agent testified that the Hearing Package was served on the tenant by registered mail on June 15, 2022. The registered mail tracking number is RN 652 285 477 CA. According to the Canada Post online registered mail tracking website, the tenant signed for and accepted the Hearing Package on June 22, 2022. Based on the undisputed evidence before me, I find the tenant was sufficiently served under the Act as of June 22, 2022, which was the date the tenant signed for and accepted the Hearing Package.

Residential Tenancy Branch (RTB) Rule 7.3 of the Rules of Procedure (Rules) applies and states the following:

### **Rule 7.3 Consequences of not attending the hearing**

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

Based on the above, I find this matter to be unopposed by the tenant and the hearing continued without the tenant present.

### Preliminary and Procedural Matter

The landlord confirmed the email addresses for both parties at the outset of the hearing. The decision will be emailed to both parties as a result. Any applicable orders will be emailed to the landlord for service on the tenant.

### Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on June 1, 2019 and converted to a month-to-month tenancy after May 31, 2020. The tenant's monthly rent was \$1,650 originally and eventually was increased under the Act to \$1,674.70, according to the agents.

The landlord is seeking \$450 for the unpaid portion of rent for May 2022, plus \$1,674.70 for loss of June 2022 rent. The agents write in their application that the tenant moved out of the rental unit without proper written notice on May 19, 2022.

The landlord is also seeking the filing fee.

### Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the agents provided during the hearing, and on the balance of probabilities, I find the following.

As indicated above, I consider this matter to be unopposed by the tenant. In addition, I find the tenant breached section 26 of the Act by failing to pay \$450 of May 2022 rent. Section 26 requires that rent be paid in full on the date that it is due, which in this matter

was May 1, 2022 in the amount of \$1,674.70. Accordingly, I grant the landlord **\$450** for the unpaid portion of May 2022 rent.

Regarding June 2022 loss of rent, section 45(1) of the Act applies and states:

**Tenant's notice**

**45(1)** A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective **on a date that**

**(a) is not earlier than one month after the date the landlord receives the notice, and**

**(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.**

[emphasis added]

Based on the above, I accept the undisputed testimony of the agents and I find that the tenant failed to give written notice that complies with section 45(1) of the Act. As a result, I find the tenant breached section 45(1) of the Act and is liable for June 2022 loss of rent as a result. Therefore, I grant the landlord **\$1,674.70** as claimed for this item.

Given the above, I find the landlord's application is fully successful in the amount of **\$2,224.70**, which includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100 as the landlord's application is successful.

I grant the landlord a monetary order pursuant to section 67 of the Act, for the amount owing by the tenant to the landlord of **\$2,224.70**.

**Conclusion**

The landlord's application is fully successful.

The landlord has proven a monetary claim of \$2,224.70 and the landlord has been granted a monetary order in that amount. Should the landlord wish to enforce the monetary order, the landlord must first serve the tenant with the monetary order and a demand for payment letter. The landlord may then enforce the monetary order in the Provincial Court (Small Claims Division).

I caution the tenant that they can be held liable for all costs related to the enforcement of the monetary order, including court costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 15, 2023

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Residential Tenancy Branch