



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding BROADSTREET PROPERTIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S 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 \$5,952 for unpaid rent or utilities and to recover the cost of the filing fee.

Agent AW (agent) attended the teleconference hearing for the landlord and gave affirmed testimony. During the hearing the agent was 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 21, 2022 (Notice of Hearing), application and documentary evidence (Hearing Package) were considered. The landlord applied for and received approval for substituted service by email to the tenant's email, which has been included on the cover page of this decision for ease of reference. The agent testified that the Hearing Package was served on the tenant by email on July 15, 2022. Based on section 44 of the *Residential Tenancy Regulation* which states that document served by email are deemed served 3 days after they are emailed, I find the tenant was deemed served as of July 18, 2022 with 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 by email.

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 August 1, 2021 which converted to a month-to-month tenancy after July 31, 2022. The tenant's monthly rent was \$1,638 and was due on the first day of each month. The tenant paid a security deposit of \$250, which will be addressed later in this decision.

The landlord is seeking rent arrears of \$5,852 and submitted the tenant ledger in support of the amount owing. The landlord is also seeking the filing fee. The agent confirmed the amount owing remains \$5,852 during the hearing.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the agent 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 \$5,852 in rent arrears.

Section 26 requires that rent be paid in full on the date that it is due. Accordingly, I grant the landlord **\$5,852** for unpaid rent.

As the application had merit, I grant the landlord the filing fee pursuant to section 72 of the Act in the amount of **\$100**.

The tenant's security deposit of \$250 has accrued \$0.72 in interest for a total of **\$250.72**.

I find that the landlord has established a total monetary claim of **\$5,952** comprised of \$5,852 in rent arrears plus the \$100 filing fee. **I authorize** the landlord to retain the tenant's full security deposit of \$250.72, which includes interest, in partial satisfaction of the claim. **I grant** the landlord a monetary order pursuant to section 67 of the Act, for the balance owing in the amount of **\$5,701.28**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlord's application is fully successful.

The landlord has proven a monetary claim of \$5,952. The landlord has been authorized to retain the tenant's full security deposit of \$250.72, which includes interest, in partial satisfaction. The landlord has been granted a monetary order for the balance owing by the tenant to the landlord in the amount of \$5,701.28.

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 will be emailed to both parties.

The monetary order will be emailed to the landlord only for service on the tenant by email.

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 23, 2023