



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding COACH HOUSE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNRL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

JK ("landlord") represented the landlord in this hearing. While the landlord attended the hearing by way of conference call, the tenant did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Pursuant to Rule 6.11 of the RTB Rules of Procedure, the Residential Tenancy Branch's teleconference system automatically records audio for all dispute resolution hearings. In accordance with Rule 6.11, persons are still prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video or digital recording. The landlord confirmed that they understood.

On July 4, 2022, the landlord was granted a substituted service order pursuant to section 71 of the *Act*. The order allowed the landlord to serve the tenant by way of text message to the number on the cover page of the decision. The landlord was also ordered to provide proof of service of the text message which may include a screenshot of the sent item, a reply text from the tenant, or other documentation to confirm the landlord has served the tenant in accordance with this order. The landlord submitted screenshots to support that the tenant was served through text message on July 6, 2022. I am satisfied that the landlord had provided sufficient proof of service to support that the tenant was

properly served in accordance with sections 88 and 89 of the *Act*. The tenant did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

The landlord testified that this month-to-month tenancy began on September 1, 2020, with monthly rent set at \$4,717.00, payable on the first of the month. The landlord still holds a security deposit of \$2,358.50 for this tenancy.

The landlord testified that the tenant had provided the landlord with a cheque dated April 11, 2022 in the amount of \$6,000.00 towards the monthly rent, but the cheque had bounced. The landlord provided a copy of the returned cheque on April 27, 2022 with the primary reason indicated as “funds frozen” and a secondary reason of “funds not cleared”.

The landlord provided a copy of the text message sent to the tenant about the bounced cheque and overdue rent. The landlord testified that the tenant abandoned the rental unit on June 7, 2022, and failed to pay \$10,717.00 in outstanding rent for this tenancy. The landlord is seeking a monetary order for the unpaid rent as well as recovery of the filing fee.

Analysis

Section 26 of the *Act*, in part, states as follows:

Rules about payment and non-payment of rent

26 (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent*

I find that the landlord had provided undisputed evidence to support that the tenant owes \$10,717.00 in unpaid rent for this tenancy. Accordingly, I allow the landlord a monetary order for this amount.

I find that this Application has merit and the landlord is entitled to recover the fee for filing fee paid for this Application.

A security deposit of \$2,358.50 is being held for this tenancy. In accordance with the offsetting provisions of section 72 of the *Act*, I order that the landlord retain the tenant's security deposit plus applicable interest in satisfaction of the monetary award granted to the landlord. As per the RTB Online Interest Tool found at <http://www.housing.gov.bc.ca/rtb/WebTools/InterestOnDepositCalculator.html>, over the period of this tenancy, \$9.32 is payable as interest on the tenant's security deposit from September 1, 2020, until the date of this decision, March 15, 2023.

Conclusion

I issue a Monetary Order in the amount of **\$8,449.18** in the landlord's favour for the monetary orders granted in the table below:

Item	Amount
Unpaid rent	\$10,717.00
Filing fee	100.00
Less Security Deposit Held plus applicable interest	-2,367.82
Total Monetary Order to landlord	\$8,449.18

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. Should the tenant 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 15, 2023