



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNRL, FFL

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and for the recovery of the filing fee.

The landlord testified that on October 05, 2022, he served the tenant with the Notice of Hearing and the evidence package by email. The landlord testified that the tenancy agreement was signed by email and through the tenancy, the parties communicated by email. The landlord filed proof of having served the hearing package to the email address that the tenant used in their communications.

Section 43(2) of the *Residential Tenancy Regulation* addresses serving documents by email and states that a Notice of Hearing Package may be given to a person by emailing a copy to an email address provided as an address for service by the person.

Based on the landlord's testimony and s.43(2), I find that the tenant was served with the Notice of Hearing Package. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and for the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on November 01, 2021. The monthly rent was \$1,650.00. The landlord stated that the tenant was repeatedly late paying rent and provided a printout of the e-transfers paid by the tenant during the tenancy.

The landlord stated that he remained flexible and did not take action against the tenant because the tenant stayed in communication and always paid rent sometime later during the month.

The tenant failed to pay rent on July 01, 2022, but kept in touch with the landlord indicating her intention of doing so. However, the tenant was not able to pay July's rent and failed to pay rent that was due on August 01, 2022.

On August 04, 2022, the landlord served the tenant with a Notice to end Tenancy for unpaid rent in the amount of \$3,300.00. In her messages to the landlord, the tenant acknowledged that she owed this amount and indicated that she would pay it as soon as she was able to.

The landlord stated that the tenant moved out on or about August 20, 2022, without paying the outstanding rent, without informing the landlord and stopped responding to his messages. The tenant did not provide the landlord with a forwarding address. On October 05, 2022, the landlord filed this application. The landlord has applied to recover unpaid rent for July and August 2022 and for the recovery of the filing fee.

Analysis

Based on the sworn testimony of the landlord, the documents filed into evidence by the landlord and in the absence of evidence to the contrary, I find that the landlord has filed sufficient evidence to support his claim.

The landlord has established a claim in the amount of \$3,300.00. Since the landlord is successful in his application, I award the landlord the recovery of the filing fee of \$100.00. The landlord has established a total claim of \$3,400.00.

I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$3,400.00**.

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: May 25, 2023

Residential Tenancy Branch