

DECISION

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the tenant under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The hearing was scheduled for 1:30 PM on August 15, 2023 as a teleconference hearing. The Landlord attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 15 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

At the start of the hearing, the Landlord stated that he employed the services of a Skip Tracer who located the Tenant's residence following the end of the tenancy. The Landlord stated that he hired a process server who personally served the Tenant with the Application and evidence in person on November 28, 2022. The Landlord provided a copy of the skip tracer invoice confirming the address found. The Landlord also provided an affidavit from the Process Server confirming service in person. Pursuant to Section 89 and 90 of the Act, I find the Tenant is deemed served with the above mentioned documents on November 28, 2022.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

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

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The Landlord submitted a copy of the tenancy agreement which confirmed that the tenancy began on January 1, 2021. During the tenancy, the Tenant was required to pay rent in the amount of \$2,000.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$1,000.00. The Landlord stated that the Tenant's deposit was applied to the Tenant's July 2022 rent which the Landlord says was verbal agreed to between the parties.

The Landlord has applied for compensation in the amount of \$2,100.00 for unpaid rent. The Landlord stated that the Tenant was short \$100.00 on their June 2022 rent and then failed to pay August 2022 rent before the Tenant vacated the rental unit at the end of August 2022.

The Landlord is claiming \$262.50 for the cost associated with employing the services of a Skip Tracer who was able to track where the Tenant resides to serve the Tenant with the Application. The Landlord provided a receipt in support. The Landlord is also claiming for Registered Mailing fees in the amount of \$13.50 as the Landlord had previously attempted to serve the Tenant by Registered Mail but was unsuccessful.

If successful, the Landlord is seeking the return of the \$100.00 filing fee paid to make the Application.

Analysis

Is the landlord entitled to a Monetary Order for unpaid rent?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

I find that the Landlord has provided sufficient evidence to demonstrate that the Tenant failed to pay the Landlord rent in the amount of \$2,100.00. I find that the Tenant did not have the right to withhold rent from the Landlord in June 2022 and August 2022. As such, I find that the Landlord is entitled to compensation in the amount of **\$2,100.00**.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The Landlord is claiming \$262.50 for the cost of hiring a Skip Tracer to locate the Tenant. I find that the Tenant failed to provide the Landlord with their forwarding address at the end of the tenancy. I find that hiring a Skip Tracer was necessary for the Landlord to serve their Application to the Tenant. I find that the Landlord is entitled to compensation in the amount of **\$262.50**.

The Landlord is claiming \$13.50 for the cost of Registered Mail. I find that this cost is not recoverable by the Landlord as it is the cost associated with being a Landlord. As such, I dismiss this claim without leave to reapply.

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

As the landlord was partially successful in their application, I find that the landlord is entitled to recover the **\$100.00** filing fee paid for this application under section 72 of the Act.

Conclusion

I grant the landlord a Monetary Order in the amount of **\$2,462.50** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$2,100.00
a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act	\$262.50
authorization to recover the filing fee for this application from the tenant under section 72 of the Act	\$100.00
Total Amount	\$2,462.50

The landlord is provided with this Order in the above terms and the tenant(s) must be served with **this Order** as soon as possible. Should the tenant(s) 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: August 16, 2023

Residential Tenancy Branch