



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, FFL

### Introduction

This hearing was scheduled to convene at 1:30 p.m. on October 27, 2023 concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants for the cost of the application.

The landlord attended the hearing with an agent and an assistant, both of whom gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call.

The landlord has provided 2 Proof of Service documents showing that each of the tenants were served with the Notice of Dispute Resolution Proceeding and other required documents on April 22, 2023 by registered mail, as well as a Canada Post cash register receipt containing that date. The landlord's agent (AIV) stated that the landlord's evidentiary material was provided to the tenants on April 8, 2023, and other evidence was sent to the tenants by email on October 7, 2023.

One of the landlord's agents (AIV) testified under affirmation that the parties entered into an agreement to serve documents by email. A copy has not been provided for this hearing, but the agent testified that it states: "RTB-51 By signing and giving a copy of this form to the other party, you understand and agree you can be given or served documents related to your tenancy at the email address you provide." The agent testified that it also has the tenant's email address and the landlord's email address. Then the landlord's agent sent exactly the same agreement to the other tenant.

The regulations to the *Residential Tenancy Act* state:

**43** (1) For the purposes of section 88 (j) [*how to give or serve documents generally*] of the Act, the documents described in section 88 of the Act may be

given to or served on a person by emailing a copy to an email address provided as an address for service by the person.

I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*. All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenants for unpaid rent?

Background and Evidence

**The landlord's agent** (AdV) testified that this fixed-term tenancy began on May 1, 2022 and was to revert to a month-to-month tenancy after April 30, 2023, however the tenants vacated the rental unit on April 30, 2023. Rent in the amount of \$2,300.00 was payable on the 1<sup>st</sup> day of each month. On April 10, 2022 the landlord collected a security deposit from the tenants in the amount of \$1,150.00, and \$300.00 of that was returned to the tenants by e-transfer 10 days after the tenants vacated. No pet damage deposit was collected. The rental unit is a condominium apartment, and a copy of the tenancy agreement has been provided for this hearing.

The parties signed a Mutual Agreement to End Tenancy on January 14, 2023 effective on April 30, 2023. The tenants were not paying rent, and arrears have accumulated to \$6,000.00, so the parties agreed to end the tenancy.

The tenants paid \$900.00 in February, 2023 and the cheques for March and April, 2023 in the amount of \$2,300.00 each were returned for insufficient funds. Copies of the returned cheques have been provided for this hearing.

The tenants were never able to pay full rent, constantly paying partial payments, asking that the landlord avoid cashing post-dated cheques. However, in February, 2023 the tenants stopped paying rent, so the landlord deposited the post-dated cheques for March and April, but they bounced. Also provided are text messages and email messages exchanged between the parties.

The landlord has not received a forwarding address in writing from the tenants.

### Analysis

The *Residential Tenancy Act* requires a tenant to pay rent when it is due. I have reviewed the tenancy agreement and other evidence provided by the landlord, and I am satisfied that the tenants are in arrears of rent the sum of \$6,000.00, and the landlord is entitled to recover that money.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I grant a monetary order in favour of the landlord as against the tenants in the amount of \$6,100.00. The tenants must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$6,100.00.

This order is final and binding and may be enforced.

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: November 02, 2023

---

Residential Tenancy Branch