



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR

Introduction

This matter dealt with an application by the landlord for a Monetary Order for unpaid rent.

Service of the hearing documents was done in accordance with section 89 of the *Act*; they were served in person to the tenant by the landlord's agent on August 07, 2009.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Are there arrears of rent and if so, how much?

Background and Evidence

This tenancy started on November 08, 2008 and ended when the tenant moved from the rental unit on August 31, 2009. The tenant had a month to month agreement with the landlord. Rent was \$950.00 per month payable on the 1st day of each month. The tenant paid a security deposit of \$475.00 on November 07, 2008.

The tenant gave the landlord a cheque for his June rent but the cheque was returned to the landlord as there were insufficient funds available to cover it. The tenant did not pay rent for July, 2009 and the landlord served the tenant in person with a 10 Day Notice to End Tenancy for unpaid rent on July 06, 2009. The tenant had five days to pay the rent, dispute the Notice or the tenancy would end on July 16, 2009. The tenant did not pay the outstanding rent nor did he dispute the Notice. The tenant also failed to pay rent for August, 2009. The landlord gave the tenant a letter outlining the outstanding rent for June, July and August and the \$25.00 fees for the bounced cheque and two late rent payment fees totaling \$75.00. The tenant has acknowledged this letter by signing and dating it on August 06, 2009.

Analysis

In the absence of any evidence from the tenant, I find that there is outstanding rent owed to the landlord by the tenant. *The Residential Tenancy Act* s. 26(1) state:

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.

Therefore, I find that the landlord is entitled to recover the outstanding rent arrears for June, July and August 2009 of \$2,850.00 and additional fees of \$75.00 as detailed above, based on the 10 Day Notice to End Tenancy dated July 06, 2009 and the letter signed and dated by the tenant on August 06, 2009.

The landlord will receive a monetary order for the balance owing as follows:



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Outstanding rent	\$2,850.00
Late fees	\$50.00
Total amount due to the landlord	\$2,925.00

Conclusion

A Monetary order in the amount of **\$2,925.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount of the order is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 25, 2009.

Dispute Resolution Officer