

## **DECISION**

Dispute Codes      MNR, O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and other issues. The hearing was reconvened to allow the landlord to re-serve the tenant and provided evidence of this service.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; they were given to the tenant in person. The landlords witness gave affirmed evidence that service of the hearing documents (for the reconvened hearing) took place on June 12, 2010. The tenant was deemed to be served the hearing documents on this date.

The landlord and his witness appeared, gave affirmed testimony, was provided the opportunity to present their 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

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

### Background and Evidence

This tenancy started on March 25, 2007 and ended on March 15, 2009. Rent for this unit was \$772.50 per month which includes \$22.50 towards water and sewage utility bills. Rent was due on the first of each month. The tenant did not pay his security deposit.

The landlord testifies that the tenant was repeatedly late paying his rent and for many months did not pay rent or utilities at all. The landlord has provided a detailed rent payment history which also included the contact dates when he attempted to talk to the tenant about his rental arrears.

The landlord testifies that the tenant did not pay all his rent for April, 2007 and owed the sum of \$375.00 plus \$22.50 for utilities. The tenant did not pay his security deposit of \$350.00 which was also owed at this time. On May 01, 2007 the tenant paid \$575.00 towards his rent which left a balance owing for April and May of \$572.50. On June 01, 2007 the tenant made a partial payment towards his rent and utilities of \$760.00 and on June 07, 2007 he made a payment of \$100.00. This left a total balance outstanding of **\$485.00.**

Over the next months from July to November the tenant paid \$750.00 but failed to pay his utilities of \$22.50. This left a balance outstanding for utilities for these five months of **\$112.50.**

The landlord testifies that the tenant did not pay rent or utilities in December, 2007 which left a balance owing of **\$772.50.**

Over the following eight months from January to August, 2008 the tenant paid his rent of \$750.00 but failed to pay his utilities. This left a balance owing for utilities of **\$180.00.**

The landlord testifies that the tenant did not pay rent or utilities for September, October, November, December, 2008 and January, February and March, 2009. This left a balance owed in rent and utilities of **\$6,180.00.**

The landlord testifies that he gave the tenant a hand written Notice to end the tenancy in January, 2009 and the tenant vacated the rental unit in February, 2009 but continued to store his belongings in the garage of the unit until March 15, 2009 until he finally removed all his belongings from the rental unit.

The landlord has made an application to recover \$4,262.50 in rent and utility arrears as he claims he miscalculated the total amount of arrears. The landlord testifies that he did not file his application until March 01, 2010 as he could not find the tenant. Once he was able to find the tenant he served him in person at his place of work.

### Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I find the landlord has established his claim for unpaid rent. The total amount of unpaid rent and utilities is \$7,730.00; however I find the landlord has only applied for \$4,262.50 as he miscalculated the total sum owed by the tenant. Section 26 of the *Act* states a tenant must pay rent on the day it is due under the tenancy agreement. Consequently, I find the tenant did not pay rent or utilities over an extended period during his tenancy and the landlord is entitled to a Monetary Order for **\$4,262.50** for outstanding rent and utilities pursuant to section 67 of the *Act*.

As the landlord miscalculated the total sum owed when he made his application he is at liberty to reapply for the remaining outstanding balance of \$3,467.50.

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$4,262.50**. The order must be

served on the respondent and is enforceable through the Provincial Court 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: July 26, 2010.

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Dispute Resolution Officer