



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPR, MNR

Introduction

This hearing was initiated by way of a Direct Request Proceeding but was reconvened as a participatory hearing, as the Dispute Resolution Officer at the Direct Request Proceeding was unable to conclude that the Ten Day Notice to End Tenancy was properly served on the Tenant.

The reconvened hearing was held to address the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent and a monetary Order for unpaid rent. At the hearing the Agent for the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Agent for the Landlord stated that she personally served the Tenant with copies of the Application for Dispute Resolution and Notice of Hearing at the rental unit at approximately 10:30 on August 27, 2010. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the Landlord is entitled to a monetary Order for unpaid rent, pursuant to section 67 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Agent for the Landlord stated that the Tenant moved into the rental unit on December 01, 2004 and the Tenant has been required to pay monthly rent of \$981.00 since May 01, 2009.

The Agent for the Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of July 15, 2010, was posted on the door of the rental unit on July 05, 2010. The Notice indicated that the Tenant is presumed to have accepted that the tenancy is ending and that the Tenant must move out of the rental unit by the date set out in the Notice unless the Tenant pays the outstanding rent

or files an Application for Dispute Resolution within five days of the date they are deemed to have received the Notice. The Agent stated that the Tenant vacated the rental unit on August 27, 2010.

The Agent for the Landlord stated that the Tenant did not pay rent for June or July and that the Landlord is seeking compensation of \$1,962.00 for those months.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required him to pay monthly rent of \$981.00 to the Landlord.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord. In the absence of evidence to the contrary, I find that the Tenant has not paid rent in the amount of \$1,962.00 from June and July of 2010, and that the Landlord is entitled to compensation in that amount.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,962.00, for unpaid rent and I grant the Landlord a monetary Order for that amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: September 30, 2010.

Dispute Resolution Officer