



# 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 scheduled in response to 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 Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The male Agent for the Landlord stated that he personally served the Tenant with copies of the Application for Dispute Resolution and Notice of Hearing on September 16, 2010. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (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)*. I note that the Landlord has not made application to recover late or NSF fees.

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on March 01, 2008; that the Tenant was required to pay monthly rent of \$925.00 when this tenancy began; that the rent was increased to \$959.22 in March of 2009; that the rent was increased to \$989. in September of 2010; and that rent is due on the first day of each month.

The Landlord submitted a ledger that indicates the owed the Landlord \$75.00 on December 31, 2009. The male Agent for the Landlord stated that the debt of \$75.00 was for late payment fees from 2009.

The ledger shows that the Tenant did not pay rent of \$959.22 for rent for January of 2010 and that he owed rent of \$959.22 as of January 30, 2010, plus \$75.00 in late fees.

The ledger shows that the Tenant paid all of the rent that was due for February of 2010, plus an additional \$459.22 towards his arrears, leaving total rent arrears of \$500.00 as of February 28, 2010, plus \$75.00 in late fees.

The ledger shows that the Tenant paid all of the rent that was due for March of 2010 but no rent for April of 2010, increasing his total rent arrears to \$1,459.22 as of April 30, 2010, plus \$75.00 in late fees.

The ledger shows that on May 10, 2010 the Tenant paid his rent for April of 2010, a \$25.00 late fee that he had been charged in May, plus \$0.78 towards his arrears, leaving total rent arrears of \$1,458.44 as of May 31, 2010, plus \$75.00 in late fees.

The ledger shows that in June of 2010 the Tenant paid his rent for June of 2010 plus \$1,025.78 towards his arrears, leaving total rent arrears of \$432.66 as of June 30, 2010, plus \$75.00 in late fees.

The ledger shows that the Tenant paid his rent in July but paid nothing in August or September of 2010, bringing his total rent arrears to \$2,380.88, plus \$75.00 in late fees.

The male Agent for the Landlord stated that the Tenant vacated the rental unit on October 18, 2010 without making any further payments.

The male Agent for the Landlord stated that he posted a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of September 15, 2010, on the door of the rental unit on September 02, 2010. The Notice declared that the Tenant owed \$2,455.88 in rent that was due on September 01, 2010. The male Agent for the Landlord stated that this amount included \$75.00 in late fees.

### 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 with the Landlord that required the Tenant to pay monthly rent of \$925.00 at the beginning of the tenancy; that his rent was increased to \$959.22 in March of 2009 and that his rent was increased to \$989.00 in September of 2010. Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that rent was due on the first day of the month.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord. Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant currently owes rent in the amount of \$2,380.88. In reaching this conclusion I relied heavily on the ledger that was submitted in evidence. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$2,380.88 in outstanding rent to the Landlord.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,380.88, in unpaid rent and I grant the Landlord a monetary Order in 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: October 21, 2010.

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Dispute Resolution Officer