



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and to recover the cost of the filing fee. At the outset of the hearing the landlord stated the tenant has moved from the rental unit and he withdraws his application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on December 31, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on January 05, 2011, the fifth day after they were mailed as per section 90(a) of the *Act*.

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.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?

Background and Evidence

The landlord testifies that this tenancy started sometime around July, 2009 when the tenant took over the tenancy from his mother after she vacated the rental unit. Rent for this unit was \$900.00 per month and was due on the 1st day of each month.

The landlord testifies the tenant did not pay rent for October, 2010. The tenant then gave the landlord a cheque for Novembers rent but when the landlord went to cash this the states he found the tenant had put a stop on the cheque. The tenant also failed to pay rent for December, 2010. The landlord testifies that he served the tenant with a 10 Day Notice to End Tenancy due to \$2,700.00 in unpaid rent. This Notice states the tenant has five days to pay the rent or dispute the Notice or the tenancy will end on December 27, 2010. The landlord posted the 10 day Notice to the tenants door of his unit on December 17, 2010.

The landlord testifies that the tenant has not paid the rent arrears and moved from the rental unit sometime around January 04, 2011. The landlord seeks a Monetary Order to recover the rent arrears and seeks to recover the \$50.00 filing fee paid for this application.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

Section 26 of the *Act* states: *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. The tenant has provided no evidence to show that he had a right to withhold his rent and consequently, I find that the landlord is entitled to recover rent arrears of **\$2,700.00** for his October, November and December, 2010 rent pursuant to s. 67 of the *Act*.

As the landlord has been successful with his claim I find he is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlords monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$2,750.00**. 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: January 21, 2011.

Residential Tenancy Branch