



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

### Dispute Codes:

MNR

### Introduction

This proceeding 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 determine the amount of rent that was outstanding. The Landlord was granted an Order of Possession on March 14, 2011.

The reconvened hearing was held to determine the merits of the Landlord's application for a monetary Order for unpaid rent, in the amount of \$1,041.00.

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, on March 14, 2011. In the absence of evidence to the contrary, I accept that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

At the reconvened hearing the Agent for the Landlord asked to amend the amount of the monetary Order for unpaid rent to include rent that should have been paid for the period between March 01, 2011 and March 16, 2011. I find that it is reasonable to allow this amendment, as the Tenant has been served notice that the Landlord is seeking compensation for unpaid rent and it would be reasonable for the Tenant to assume that the Landlord would be seeking all of the rent that is due, including rent that became due after the filing of the Application for Dispute Resolution.

At the reconvened hearing the Agent for the Landlord asked to amend the amount of the monetary Order to include compensation for utilities owed. I note that the Notice to End Tenancy that was served on the Tenant declared that the Tenant owed \$1,041.00 in rent and \$369.75 in unpaid utilities, and in the Application for Dispute Resolution that Landlord is only claiming \$1,041.00. Based on the information contained on the Application for Dispute Resolution, I find that it would be reasonable for the Tenant to conclude that these proceedings only relate to unpaid rent. I therefore find that it would be unfair to amend the Application for Dispute Resolution, in the absence of the Tenant, to include a claim for unpaid utilities.

Issue(s) to be Decided

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

Background and Evidence

The Agent for the Landlord stated that this tenancy began on July 01, 2010 and that the Tenant was required to pay monthly rent of \$848.00. A tenancy agreement was submitted that corroborates this statement.

The Agent for the Landlord stated that the Tenant paid \$630.00 to the Landlord in January of 2011. She stated that if this full payment was applied to the rent for that month, the Tenant would still owe rent of \$218.00 for January. The Agent for the Landlord stated that the Tenant paid no rent for February or March of 2011.

The Agent for the Landlord stated that on March 14, 2011 she personally served the Tenant with the Order of Possession that was awarded on March 14, 2011.

In her decision of March 14, 2011, determined that this tenancy ended on February 15, 2011.

The Agent for the Landlord stated that she believes the Tenant vacated the rental unit on March 16, 2011. The Landlord is seeking compensation for the rent that should have been paid for the period between March 01, 2011 and March 16, 2011.

Analysis

The evidence shows that the Tenant was required to pay monthly rent of \$848.00 on the first day of each month for the duration of the tenancy and that the Tenant did not pay rent of \$218.00 that was due on February 01, 2011 and \$848.00 in rent that was due on March 01, 2011. I therefore find that the Tenant owes the Landlord \$1,066.00 in unpaid rent for February and March of 2011.

As the Tenant did not vacate the rental unit on February 15, 2011, which is the date that the DRO previously determined that this tenancy should end, I find that he is obligated to pay rent, on a per diem basis, for the days he remained in possession of the rental unit after the tenancy ended. As he has already been ordered to pay rent for the period between February 15, 2011 and February 28, 2011, I find that the Landlord has been duly compensated for that period.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant vacated the rental unit on March 16, 2010 and I therefore find that the Tenant must compensate the Landlord for the sixteen days in March that

he remained in possession of the rental unit, at a daily rate of \$27.35, which equates to \$437.60.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,503.60, which is comprised of \$218.00 in unpaid rent from January of 2011, \$848.00 in unpaid rent from February of 2011, and \$437.60 in rent from March of 2011. Based on these determinations I grant the Landlord a monetary Order for this 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: April 06, 2011.

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Residential Tenancy Branch