



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

MNR, FF

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution, the Notice of Hearing, and evidence that was also submitted to the Residential Tenancy Branch were sent to the Tenant, via registered mail, at the service address noted on the Application, on January 28, 2011. The Agent for the Landlord stated that the service address was provided to the Landlord by the Tenant as his forwarding address at the end of the tenancy. In the absence of evidence to the contrary, I find that 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 issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 67 and 72 of the *Residential Tenancy Act (Act)*.

### **Background and Evidence**

The Agent for the Landlord stated that this tenancy began on August 01, 2010 and that the Tenant signed a tenancy agreement that required the Tenant to pay monthly rent of \$1,295.00 on the first day of each month, a copy of which was submitted in evidence.

The Agent for the Landlord stated that the Tenant vacated the rental unit on November 30, 2010 but did not pay rent for November of 2010. She stated that the Tenant agreed, in an email, to apply \$24.30 of the security deposit paid by the Tenant to the rent from November of 2010. The Landlord is seeking a monetary Order for the outstanding rent of \$1,270.70.

### 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 requires the Tenant to pay monthly rent of \$1,295.00 on the first day of each month; that the Tenant gave the Landlord authorization to apply a portion of his security deposit, in the amount of \$24.30, to the rent for November of 2010; and that the Tenant has not yet paid the remaining \$1,270.70 in rent from November.

As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,270.70 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,320.70, which is comprised of \$1,270.70 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution and 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 28, 2011.

---

Residential Tenancy Branch