



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

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 26, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy that ended in August 2010 was on a month to month basis for a monthly rent of \$975.00 and that no security deposit was paid. The parties disagreed on when rent was due, the landlord stated it was due on the 1st of each month and the tenant thought it was on the 5th of each month.

The landlord testified that originally rent had always been paid on time but that starting in September 2009 full rent was seldom paid. The landlord submitted a tenant ledger outlining each rental period from September 2009 to August 2010 showing the breakdown of rent charges; payments; and rental "gifts" where the landlord forgave a portion of rent. The total arrears sought are \$3,450.00.

The tenant testified that she was under financial hardship but that she had made all the payments that she could and that her boyfriend was responsible for the balance but that he never provided any payments. The tenant testified that she was unaware of the total amount owed and did not dispute any amounts submitted by the landlord except for the last month. The tenant testified that she felt the landlord should not be entitled to rent for the final month as he evicted her.

Analysis

As the tenant does not dispute the amounts owed to the landlord for unpaid rent, I accept the landlord's accounting of the debt as presented in the tenant ledger and find the landlord is entitled to the total amount.

Section 26 of the *Act* requires a tenant to pay rent when it is due according to the tenancy agreement. The landlord remains entitled to rent for each of the months the tenant has occupancy of the rental unit. In the case before, the tenant had occupancy of the rental unit as of August 1, 2010 and therefore the landlord is entitled to that amount.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of \$3,500.00 comprised of \$3,450.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I grant a monetary order in the amount of \$3,500.00. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 05, 2011.

Residential Tenancy Branch