



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 a landlord's application for a Monetary Order for unpaid rent. The tenant did not appear at the hearing. The landlord testified that the hearing documents were sent to the tenant via registered mail on April 14, 2012. The mailing address used to send the registered mail is the post office box that has remains unchanged for persons residing in the small town. The landlord pointed to the post office box that the tenant provided on the tenancy application and the tenancy agreement as evidence the post office box numbers remains unchanged. The landlord also stated that she has confirmed the tenant is still living and working in this same town. The landlord provided a registered mail tracking number as proof of service and testified that the registered mail was returned as unclaimed.

The Act deems a person to be served with documents sent via registered mail five days after mailing, even if the person chooses not to accept or pick up the mail. Based upon the landlord's undisputed testimony, I found the tenant has been sufficiently served with the hearing documents and I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

Is the landlord entitled to Monetary Order for unpaid rent, and if so, what is the amount owed to the landlord?

Background and Evidence

The landlord provided the following undisputed submissions: The tenancy commenced November 1, 2009 and the tenant did not pay the security deposit. The tenant was required to pay rent of \$600.00 on the 1st day of every month. The tenant began falling behind in rent in May 2010 and this continued for the next year until finally on May 4, 2011 the landlord personally served him with a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice). The Notice indicates that \$2,090.00 in rent was outstanding as of May 1, 2011.

The landlord testified that the tenant vacated the rental unit after receiving the 10 Day notice. He did not pay any of the outstanding rent or dispute the Notice.

The landlord testified that the outstanding balance is comprised of unpaid rent for the following months:

May 2010	\$ 400.00
April 2010	100.00
September 2010	200.00
October 2010	300.00
November 2010	200.00
December 2010	140.00
March 2011	250.00
April 2011	200.00
May 2011	300.00
TOTAL RENTAL ARREARS	<hr/> \$ 2,090.00

The landlord explained that she did not issue a 10 Day Notice prior to May 2011 as there was a high vacancy rate in the building and because the tenant made on-going promises to pay the rental arrears.

As evidence for this proceeding the landlord provided copies of: the tenancy agreement; the application for tenancy; and, the 10 Day Notice.

Analysis

A tenant is required to pay rent in accordance with the terms of their tenancy agreement. Based upon the undisputed evidence before me, I accept that the tenant failed to pay the landlord \$2,090.00 in rent between May 2010 and May 2011. I also accept that the tenant did not pay the security deposit. Therefore, I grant the landlord's request to recover \$2,090.00 in unpaid rent from the tenant.

I further award the \$50.00 filing fee to the landlord.

Provided to the landlord with this decision is a Monetary Order in the total amount of \$2,140.00 to serve upon the tenant and enforce as necessary.

Conclusion

The landlord has been provided a Monetary Order in the amount of \$2,140.00 to serve upon the tenant and enforce as necessary.

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: June 05, 2012.

Residential Tenancy Branch