



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR

### Introduction

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

The hearing was conducted via teleconference and was attended by the landlord's agent. The matter had originally been adjudicated through the Direct Request process and was adjourned to be reconvened as a participatory hearing, because the tenancy agreement did not clearly articulate the tenant's name.

The landlord's agent testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on May 28, 2012 in accordance with Section 89. The agent further testified that he had spoken with the tenant's mother who lives in the same complex and she had confirmed that her daughter received the hearing documents.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord's agent also testified the tenant has vacated the rental property and there is no longer a need for an order of possession. As a result, I amend the Application to exclude the matter of possession.

Further as this Application was initially for a Direct Request where the landlord was not allowed to seek recovery of the filing fee and as it has been adjourned to a participatory hearing I grant a further amendment to include the landlord's request to recover the filing fee from the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent and to recover the filing fee for the cost of this Application, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on September 17, 2011 for a month to month tenancy beginning on October 1, 2011 for the monthly rent of \$947.00 due on the last day of each month and a security deposit of \$473.50 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on May 1, 2012 with an effective vacancy date of May 10, 2012 due to \$947.00 in unpaid rent.

The landlord testified that the respondent named in his Application is the tenant named in the tenancy agreement noted above and that despite receiving the notice noted above the tenant has not paid any amount towards the rent noted in the notice.

### Analysis

In the absence of any evidence or testimony from the tenant that is contrary to the landlord's evidence and testimony, I find the landlord has established the tenant has failed to pay rent for the month of May 2012.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$997.00** comprised of \$947.00 rent owed and the \$50.00 fee paid by the landlord for this application.

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: June 07, 2012.

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Residential Tenancy Branch