



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*"), seeking an order of possession for unpaid rent or utilities; a monetary order for unpaid rent or utilities, to keep all or part of security deposit, for money or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee.

The landlord appeared by conference call and gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing was considered. The landlord provided affirmed testimony that the Notice of a Dispute Resolution Hearing was served on the tenants by registered mail on May 23, 2012. The landlord also provided a registered mail receipt as documentary evidence prior to the hearing.

### Preliminary Matter

The landlord testified that although the application was submitted on May 22, 2012, and included June 2012 rent, the tenants have not paid any money towards June 2012 rent. The landlord stated that the tenants vacated the rental unit without notice on June 2, 2012 and submits he suffered a loss of June 2012 rent as a result. The landlord withdrew his request for an order of possession as the rental unit is no longer occupied by the tenants.

### Issue(s) to be Decided

- Should the landlord be granted a monetary order?
- Should the landlord recover the filing fee?

### Background and Evidence

The landlord provided a copy of the signed tenancy agreement as evidence. The tenancy agreement shows a one year fixed term tenancy which began on February 15, 2012, and was scheduled to end on February 15, 2013. According to the testimony provided and the written tenancy agreement, rent in the amount of \$770.00 was due on the first day of each month. The landlord testified that a security deposit of \$385.00 was received by cheque from the tenants, however, the cheque was returned due to non-sufficient funds.

The landlord testified that no rent has been paid for the months of April, May and June 2012, for a total of \$2,310.00 in unpaid rent. The landlord stated that the tenants occupied the rental until June 2, 2012 when they vacated the rental unit without notice.

The landlord provided documentary evidence that two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities were by posted to the door on May 2, 2012 with an effective date of May 16, 2012. The landlord stated that the first Notice was for April 2012 rent, which resulted in the cheque being returned due to non-sufficient funds. The second Notice was for May 2012 rent that had not been paid. The landlord stated that the tenants did not dispute either Notice. The landlord provided a registered mail receipt showing that the Notice of Hearing was mailed to the tenants on May 23, 2012. Given the above, I find the tenants were served in accordance with the *Act*.

The landlord provided a copy of the written tenancy agreement; two Notices; proof of service; and a registered mail receipt as evidence.

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

**Claim for unpaid rent** - The landlord claims for unpaid rent in the amount of \$2,310.00 as described above. Pursuant to section 26 of the *Act* the tenants must pay rent when it is due in accordance with the tenancy agreement.

Based on the above, I find that the tenants have failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month. I find the landlord has met the burden of proof and I award the landlord a monetary claim of **\$2,310.00** for rent owed.

The landlord has succeeded with his application; therefore I award recovery of the **\$50.00** filing fee. The total monetary amount of **\$2,360.00** consists of \$2,310.00 in unpaid rent and recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a total monetary claim of **\$2,360.00** as described above. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 13, 2012

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Residential Tenancy Branch