



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 his agent. The tenant's agent also attended the hearing to state the tenant could not attend the hearing due to a medical appointment and seek an adjournment.

Prior to the hearing the tenant had a local advocate write a letter to the Residential Tenancy Branch (RTB) to seek an adjournment due to a medical appointment for the male tenant and the female tenant's absence from the country at the time of the hearing.

There is a notation on the file that an Information Officer from the RTB spoke with the tenant on November 19, 2012 and advised him that in order to request an adjournment the tenant should contact the landlord in writing to get his agreement in writing for an adjournment and to have a representative call into the hearing to request and adjournment.

The landlord confirmed that he received a written request from the tenant for an adjournment but that he provided no contact information or a forwarding address for the landlord.

I accept the male tenant was not able to attend the hearing for the purposes of a medical appointment however and despite the letter from the tenant's advocate, there is no indication why the female tenant could not have called in to the conference call hearing from wherever she was located at the time of the hearing.

Further, since the landlord has not ability to contact the tenant in the absence of any forwarding address I find the landlord would be unable to serve the tenant with any evidence or required documentation for his hearing. As such, I find the landlord would be unduly prejudiced to grant an adjournment.

I dismissed the tenant's request for an adjournment and offered for the tenant's agent who attended to remain on the call and provide any support of the tenant's position that he could. The agent indicated he was not able to do so and he exited 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 landlord testified the tenancy began on January 1, 2012 for a monthly rent of \$600.00 due on the 1st of each month with a security deposit of \$100.00 paid on December 20, 2011.

The landlord testified the tenants failed to pay the rent in full for the months of February, July, August and September 2012. The landlord confirmed the tenants paid all but \$100.00 for February 2012 and nothing for July, August, and September 2012.

Analysis

I find, based on the undisputed testimony of the landlord, that the tenants failed to pay rent for the periods and amounts identified by the landlord.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,950.00** comprised of \$1,900.00 rent owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail 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: December 04, 2012.

Residential Tenancy Branch