



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent and to recover the filing fee for this proceeding.

The Landlord said his agent served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on January 7, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

At the start of the conference call the Landlord said the Tenant had moved out of the rental unit on January 3, 2013, so he no longer requires an Order of Possession. The Landlord's application for an Order of Possession is cancelled.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started on November 1, 2011 as a rent to own and was converted to a rental tenancy on a month to month basis on February 1, 2012. Rent is \$2,250.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit.

The Landlord said that the Tenant did not pay \$14,250.00 of rent on or before December 3, 2012 when it was due and as a result, on December 3, 2012 the Landlord's agent personally delivered a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 3, 2012 to the Tenant.

The Landlord said the Tenant has unpaid rent of \$2,750.00 from prior to July, 2012 and then the Tenant owes \$1,250.00 for each month of June and July, 2012 and \$2,250.00 for each month of September, October, November and December, 2012.

The Landlord also sought to recover the \$100.00 filing fee for this proceeding.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant did not have the right under the Act to withhold part or all of the rent for any of the rental payments, therefore I find in favour of the Landlord for the unpaid rent of \$14,250.00. I accept the Landlord's testimony and evidence by way of the 10 Day Notice to End Tenancy that the Tenant had \$14,250.00 in unpaid rent. The Notice to End Tenancy indicates an amount of \$11,000.00 of unpaid rent, but the Landlord said his agent completed the amount incorrectly and it should read \$14,250.00. The Landlord has indicated the amount of unpaid rent for each month in his testimony.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. The Landlord will receive a monetary order as following:

Rent arrears:	\$14,250.00
Recover filing fee	\$ 100.00
Subtotal:	\$14,350.00
Balance Owing	\$ 14,350.00

Conclusion

A Monetary Order in the amount of \$14,350.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: January 21, 2013

Residential Tenancy Branch

