



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlords application for an Order of Possession for unpaid rent and utilities; for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenants security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on December 20, 2012 . Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

At the outset of the hearing the landlords agent testifies that they had also applied or an Order of Possession for unpaid rent and a Monetary Order to recover unpaid rent for December, 2012 under the Direct Request Proceeding. At that proceeding the landlord was awarded an Order of Possession and a Monetary Order to recover unpaid rent. The landlord therefore withdraws their application seeking an Order of Possession at this

hearing however the landlord seeks to amend their application to recover unpaid rent for January, 2013.

The landlord's agent also withdraws their application for an Order to keep the security deposit as the landlords agent testifies that the tenant failed to pay a security deposit.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Background and Evidence

The landlord's agent testifies that this tenancy started on July 01, 2012 when the tenant entered into a new tenancy agreement with the landlord. Rent for this unit was agreed at \$620.00 per month and is due on the first day of each month.

The landlord testifies that the tenant failed to pay rent for January, 2013, the landlord's agent agrees this has not been included on this application but the landlord seeks to amend the application to recover January's rent as the tenant is still living at the rental unit and would be aware that rent was due on January 01, 2013.

Analysis

I have considered the landlords request to amend this application to recover unpaid rent for January, 2013 of \$620.00. It is my decision that the tenant would be aware that rent was due on January 01, 2013 as the tenant has continued to live in the rental unit after receiving a 10 Day Notice to End Tenancy on December 05, 2012. Consequently, I will allow the landlord to amend their application to include unpaid rent for January, 2013 and the landlord is entitled to a Monetary Order for the sum of **\$620.00** pursuant to s. 67 of the *Act*.

As the landlord has been successful with this portion of the application I find the landlord is entitled to recover the filing fee of **\$50.00** pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$670.00**. The order must be served on the Respondent and is enforceable through the Provincial Court 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: January 22, 2013

Residential Tenancy Branch

