



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Muks Kum Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; and to recover the filing fee from the tenant for the cost of this application.

At the outset of the hearing the landlord's agent advised that the tenant is no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

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 February 22, 2013. 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*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

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

Background and Evidence

The landlord's agent testifies that this tenancy started on February 09, 2012. Rent for this unit was \$528.00 per month and was due on the first day of each month. The landlord's agent testifies that the tenant gave the landlord verbal notice to end the tenancy in December and January and was informed that the tenant must give notice in writing. The tenant failed to do so and the landlord's agent testifies that the tenant abandoned the unit on an unknown date in late February or March, 2013. No forwarding address has been received by the landlord from the tenant.

The landlord's agent testifies that the tenant paid the sum of \$421.00 in rent for February, 2013. This left an outstanding balance of \$107.00 which the landlord has applied to recover from the tenant along with the \$50.00 filing fee paid for this application.

The landlord's agent testifies that to the agent's knowledge the tenant still had occupation of the rental unit when the 10 Day Notice was served on February 04, 2013. This Notice was served by registered mail and informed the tenant that rent of \$107.00 was outstanding and the tenant had five days to pay the rent or dispute the notice. The landlord's agent testifies that the tenant did not pay the rent or dispute the Notice and the landlord's agent testifies that to their knowledge the tenant still had occupation of the rental unit when the hearing documents were served upon the tenant on February 22, 2013. The landlord's agent testifies that no notice to end tenancy had been received by the landlord and the tenant had not indicated to the landlord that the tenant would be vacating the rental unit in accordance with the Notice.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me.

Section 26 of the Act states: *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 give the landlord proper notice to end the tenancy and failed to pay all the rent for February, 2013. Therefore the landlord has established a claim to recover the unpaid portion of rent for February, 2013 to the amount of **\$107.00**. A Monetary Order has been issued to the landlord for this amount pursuant to s. 67 of the *Act*.

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

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$157.00**. 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: March 14, 2013

Residential Tenancy Branch

