



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, CNR, MNR, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution. At the hearing the Landlord withdrew the application to retain the security deposit, as a security deposit was not paid.

The male Tenant filed an Application for Dispute Resolution, in which he applied to set aside a Notice to End Tenancy for Unpaid Rent.

Both parties were represented at the hearing. They identified themselves by name and provided the spelling of their names, which are recorded in this decision. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Landlord and the Tenant agree that the rental unit was vacated on March 31, 2013. As the Tenant has vacated the rental unit, I find there is no need to consider the Landlord's application for an Order of Possession or the Tenant's application to set aside the Notice to End Tenancy.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to both Tenants at the rental unit, via registered mail, although he cannot recall the date the documents were mailed. The Tenant stated that he believes only one copy of the Application for Dispute Resolution and Notice of Hearing were received. He stated that both he and the co-tenant, who is his spouse, have viewed the documents and that he is representing her at these proceedings. On the basis of this testimony, I find that the female Tenant has received the Application for Dispute Resolution and Notice of Hearing, although she did not attend the hearing.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent?

Background and Evidence

The Landlord and the Tenant agree that the parties named in this decision entered into a tenancy agreement; that the tenancy began on August 01, 2011; that the Tenant was required to pay monthly rent of \$975.00 by the first day of each month; that the Tenant did not pay rent for January of 2013; and that the Tenant vacated the rental unit on March 31, 2013.

Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$975.00 and that the Tenant did not pay the rent for January of 2013. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$975.00 in outstanding rent to the Landlord. I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,025.000, which is comprised of \$975.00 in unpaid rent and \$50.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for that amount. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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: April 09, 2013