



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order unpaid rent.

The landlord appeared; the tenants did not appear.

The landlord testified that she served each tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on March 27, 2013. The landlord supplied the two receipts containing the tracking numbers of the registered mail.

I find the tenants were served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord and her witness were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation?

### Background and Evidence

The landlord supplied evidence that this tenancy began in November, 2008, ended on March 22, 2013, when the tenants vacated the rental unit, and the monthly total rent obligation was \$300.

The landlord said the tenants did not pay a security deposit.

The landlord's monetary claim is in the amount of \$3500 for unpaid rent.

The landlord's relevant documentary evidence included the tenancy agreement, agreements signed by the tenants acknowledging payments of rent and rent owed for a series of successive months and a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"). The Notice was dated March 12, 2013, listed an effective move-out date of March 22, 2013, and listed unpaid rent of \$3500.

The landlord testified that the tenants failed to pay any rent after the Notice was issued and vacated the rental unit by the listed move-out date. The landlord said she served the Notice leaving it with the tenants on March 12, 2013.

In support of her monetary request, the landlord indicated that the tenants agreed to her accounting records showing that unpaid rent when the Notice was issued was \$3500, as indicated by the series of agreements signed by the tenants.

### Analysis

In the absence of the tenants, I prefer the evidence of the landlord.

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, the undisputed evidence of the landlord shows that the tenants vacated the rental unit owing unpaid rent of \$3500 accumulated over the course of the tenancy.

I therefore find the landlord is entitled to a monetary award of \$3500.

Pursuant to section 67 of the Act, I grant the landlord a final, legally binding monetary order in the amount of \$3500, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of enforcement may be recoverable from the tenants.

### Conclusion

The landlord is granted a monetary order in the amount of \$3500.

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* and is being mailed to both the applicant and the respondents.

Dated: June 14, 2013

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Residential Tenancy Branch

