



Dispute Resolution Services

Page: 1

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 she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on June 19, 2013. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants’ absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?

Background and Evidence

This tenancy started on July 1, 2012 as a fixed term tenancy with an expiry date of June 30, 2013. Rent was \$600.00 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 Tenants have unpaid rent of \$600.00 for June, 2013. As the Tenant did not pay this amount when they were due the Landlord sent a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated June 3, 2013 to the Tenants by registered mail on June 3, 2013. The Landlord said the Tenants moved out of the rental unit between June 3, 2013 and June 10, 2013. As the Tenants have moved out of the rental unit the Landlord said she does not require an Order of Possession as she has possession of the rental unit. The Landlord withdrew her request for an Order of Possession.

The Landlord said her claim is for \$600.00 of unpaid rent for June, 2013, \$50.00 to recover the filing fee and \$20.00 for the registered mail costs.

Analysis

Section 26 (1) 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 the right under this Act to deduct all or a portion of the rent.

The Tenant does not have the right under the Act to withhold all or a portion of the rent. I find that the Landlord is entitled to recover of unpaid rent for June, 2013 in the amount of \$600.00. Consequently I award the Landlord \$600.00 for unpaid rent for June, 2013.

The Landlord has also requested to recover the registered mail costs of \$20.00 that she incurred. These costs are associated with the dispute resolution process not the tenancy therefore the mailing costs are not illegible for reimbursement. I dismiss the mailing costs of \$20.00.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

June, 2013 unpaid rent	\$ 600.00
Recover Filing Fee	<u>\$ 50.00</u>
Subtotal	\$ 650.00

Balance Owing	<u>\$ 650.00</u>
---------------	------------------

Conclusion

A Monetary Order in the amount of \$650.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants; 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: July 17, 2013

Residential Tenancy Branch

