



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MND, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for damage to the rental unit, and to recover the fee for filing an Application for Dispute Resolution. At the outset of the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each the Tenant at the rental unit, via registered mail, on June 19, 2013. The Landlord cited Canada Post tracking numbers that corroborates this statement. The Landlord stated that she checked the Canada Post website and determined that both packages were delivered on June 24, 2013. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Tenant appeared at the hearing.

On the Application for Dispute Resolution the Landlord declared that the damage to the rental unit has not yet been evaluated. Section 59(2)(b) of the *Act* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. I find that the Landlord's Application for Dispute Resolution provided no details of the claim for compensation for damage to the rental unit. I therefore refuse the Landlord's claim for compensation for damages to the rental unit, pursuant to section 59(5)(a) of the *Act*, because the Application for Dispute Resolution did not provide sufficient particulars of his claim for compensation for damages, as is required by section 59(2)(b) of the *Act*. The Landlord retains the right to file another Application for Dispute Resolution for damages to the rental unit.

Issue(s) to be Decided:

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

Background and Evidence:

The Landlord stated that this tenancy began on March 01, 2013; that the Tenant was required to pay monthly rent of \$750.00 by the first day of each month; that the Tenant still owes \$740.00 in rent for June of 2013; that no rent was paid for July of 2013; and that the Tenant vacated the rental unit on July 12, 2013.

The Landlord stated that on June 04, 2013 a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of June 14, 2013, was personally served to the female Tenant. The Notice declared that the Tenant owed \$740.00 in rent that was due on June 04, 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 \$750.00 by the first day of each month and that the Tenant still owes \$740.00 in rent for June 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 \$740.00 in outstanding rent to the Landlord.

If rent is not paid when it is due, a tenancy may be ended pursuant to section 46 of the *Act*. In the absence of evidence to the contrary, I find that on June 04, 2013 the female Tenant was personally served with a Notice to End Tenancy that directed the Tenant to vacate the rental unit by June 14, 2013, pursuant to section 46 of the *Act*.

Section 46 of the *Act* stipulates that a tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the Notice to End Tenancy if the tenant does not either pay the outstanding rent or file an Application for Dispute Resolution to dispute the Notice within five days of receiving the Notice to End Tenancy. In the circumstances before me I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy ended on June 14, 2013.

As the Tenant did not vacate the rental unit on June 14, 2013, I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. As the Tenant has already been ordered to pay rent for the period between June 15, 2013 and June 30, 2013, I find that the Landlord has been fully compensated for that period. I also find that the Tenant must compensate the Landlord for the 12 days in July that the Tenant remained in possession of the rental unit, at a daily rate of \$24.19, which equates to \$290.28.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,080.28, which is comprised of \$1,030.28 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution and I grant the Landlord a monetary Order for this amount. In the event that 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: July 18, 2013

Residential Tenancy Branch

