



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession and Monetary Order for unpaid rent. The landlord named two tenants in filing this Application; however, only one of the tenants had signed the tenancy agreement. Therefore, I amended the application to exclude the respondent not privy to the tenancy agreement.

Nobody appeared at the hearing on behalf of the tenant. The landlord testified that the hearing documents were sent to both named respondents at the rental unit via registered mail within three days of filing the Application and that the tenant continued to reside at the unit until June 14, 2013. At the time of the hearing the landlord did not have the registered mail receipts with her and had not provided them prior to the hearing. I ordered the landlord to provide the registered mail receipts to the Residential Tenancy Branch for my review no later than July 2, 2013. I continued to hear from the landlord and reserved my decision pending receipt of the proof of service.

On July 2, 2013 the landlord submitted two registered mail receipts dated June 3, 2013 as proof of service. I was satisfied the tenant was served in a manner that complies with the Act.

As the tenant has since vacated the rental unit, the remainder of this decision pertains to the landlord's monetary claim only. The landlord requested the application be amended to withdraw the landlord's request to retain the security deposit as the landlord has not yet been provided a forwarding address for the tenant, suffered a loss for June 2013, as well as damage to the rental unit. I found the landlord's request for amendment to be non-prejudicial as the tenant may seek recovery of the security deposit as provided under the Act.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent for the month of May 2013?

Background and Evidence

The tenancy commenced November 1, 2012 for a fixed term set to expire on October 30, 2013. The tenant paid a \$1,000.00 security deposit. The tenant was required to pay rent of \$1,995.00 on the 1st day of every month. The tenant failed to pay rent for May 2013 and on May 3, 2013 the landlord sent a 10 Day Notice to End Tenancy for Unpaid Rent to the tenant at the rental unit using registered mail. The tenant did not pay the outstanding rent and moved out of the rental unit on June 14, 2013.

The landlord applied to recover unpaid rent of \$1,995.00 for the month of May 2013.

As evidence for this hearing, I was provided copies of: the tenancy agreement; the 10 Day Notice dated May 2, 2013; and registered mail receipts dated May 3, 2013 and June 3, 2013.

Analysis

Under the Act a tenant is required to pay rent when due, even if the landlord violates the Act, regulations or tenancy agreement, unless the tenant has a legal right to withhold rent as provided under the Act.

Based upon the undisputed evidence presented to me, I am satisfied the tenant was obligated but failed to pay rent for May 2013 and the landlord is entitled to recover that rent from the tenant. Therefore, I award the landlord \$1,995.00 as requested.

I further award the landlord the \$50.00 filing fee paid for this application for a total award of \$2,045.00. The security deposit remains in trust, to be administered in accordance with the Act.

In light of the above, I provide the landlord with a Monetary Order in the total amount of \$2,045.00. The Monetary Order must be served upon the tenant and may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The landlord has been provided a Monetary Order in the amount of \$2,045.00 for unpaid rent for the month of May 2013 to serve and enforce as necessary.

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 2, 2013

Residential Tenancy Branch