



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order for unpaid rent and other compensation pursuant to Sections 46 and 67; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant did not attend. The landlord provided evidence that she had served the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered to the tenant's out of Province address. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

Is this application brought within the two year limitation period set out in section 60 of the Act? If so, has the landlord proved on the balance of probabilities that rent and other compensation is owed and the amount? Is he entitled to recover the filing fee for this application?

### **Background and Evidence:**

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The landlord said that the tenants vacated on July 1, 2011 leaving unpaid rent of \$3300. They put a pay back plan in place and the tenants signed a payback agreement.

They paid \$1075 between July 15, 2011 and September 30, 2011 but have not paid anything since and moved out of province although the agreement said they were to pay \$350 approximately every two weeks. They moved and did not provide a new

address to contact them. The landlord said she was aware of the two year limitation period so filed the application for a monetary order before it expired. She requests a monetary order for \$2225 plus \$45.32 which she spent in trying to get their new address. The tenants filed no documents to dispute the application.

In evidence is the signed payment plan, the condition inspection report signed by the tenant on June 30, 2011 authorizing the landlord to retain the security deposit for damages and invoices for costs of finding the new address. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

I find that the tenant vacated on July 1, 2011 leaving rental arrears of \$3300. I find the landlord's application was filed on June 27, 2013 which is within the two year limitation period in section 60 of the Act so it is in time.

I find the landlord's evidence credible that only \$1075 of the \$3300 has been repaid as it is supported by the signed payment plan. I find the tenant owes \$2225 in rental arrears. Furthermore as he moved, reneged on his payments and provided no contact address, I find the landlord entitled to recover further costs of \$45.32 as invoiced.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rental arrears	2225.00
Costs of finding address	45.32
Filing fee	50.00
Total Monetary Order to landlord	2320.32

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: August 27, 2013

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Residential Tenancy Branch