



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MNR, OPR, FF

### **Introduction**

The landlord made application for dispute resolution on June 13, 2013 and the hearing is to deal with an Application for Dispute Resolution by the landlord for a monetary order for rental arrears.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on July 22, 2013, as verified by a signed affidavit and witness testimony, the tenant did not appear and the hearing proceeded in the absence of the tenant.

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

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Is the landlord entitled to monetary compensation for rental arrears owed?

### **Background and Evidence**

The landlord testified that the tenancy began on July 1, 2011 when the parties reached a verbal agreement that the tenant would rent a room for \$500.00 per month. No security deposit was paid.

The landlord testified that the tenant failed to pay \$500.00 rent owed for July, August and September 2011, accruing rental arrears of \$1,500.00.

The landlord submitted into evidence copies of communications between the landlord and the tenant, in which they discussed the tenancy and the tenant's failure to pay rent that was apparently owed to the landlord.

The landlord testified that the tenant gave written notice that he was terminating the agreement on September 12, 2011 and thereby failed to give the required one month Notice to end the tenancy, under the Act. However, according to the landlord, they

were able to re-rent the unit for October 1, 2011. The landlord seeks a monetary order for three months rental arrears in the amount of \$1,500.00.

### **Analysis**

Based on the testimony of the landlord, I find that the tenancy was formed on July 1, 2011 and the tenant failed to pay the rent for the months of July, August and September 2011 accruing arrears of \$1,500.00.

With respect to the rental arrears, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement.

Through evidence consisting of communications from both parties, I find it has been established that the tenant did not pay the rent when it was due.

Accordingly, I find that the landlord has established a total monetary claim of \$1,550.00, comprised of \$1,500.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application.

I hereby grant the Landlord an order under section 67 for \$1,550.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### **Conclusion**

The landlord is successful in the application and is granted a monetary order for rental arrears and the cost of the application.

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: September 18, 2013

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Residential Tenancy Branch

