



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "Act"), and on November 8, 2013 dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order. The Direct Request application was adjourned to a participatory hearing, held on December 23, 2013.

The landlord provided affirmed testimony that on November 18, 2013 in the evening, he personally served the tenant with the Notice of Hearing documents and November 8, 2013 decision. The landlord had a friend with him at the rental unit; to witness service.

Therefore, pursuant to section 90 and 89 of the Act, I find that the tenant was served with Notice of this hearing. The tenant did not attend.

Preliminary Matters

The tenant vacated the unit on December 19, 2013; the landlord has possession of the unit and does not require an Order of possession.

As rent payment is a most basic requirement of a tenancy the application has been amended to include a claim for unpaid rent to December 2013.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on April 19, 2013, indicating a monthly rent of \$2,000.00 due on the 20th day of the month; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on October 12, 2013 with a stated effective vacancy date of October 22, 2013, for \$2,500.00 in unpaid rent due September 20, 2013.

The 1st page of the tenancy agreement indicated that the tenant is known by any of 3 possible first names; M.B. has been used to name the tenant as a respondent. The

landlord said that the tenant M.B. signed the tenancy agreement and that he also wrote the name of his child on the agreement. Only the 2 individuals lived in the unit.

Rent was due on the 20th day of each month. In August 2013 the tenant paid \$1,500.00; no rent has been paid since that time. The \$4,000.00 deposit indicated on the tenancy agreement was applied to rent owed for June and July. The landlord has requested compensation in the sum of \$6,500.00 for rent owed from August 20 to November 20, 2013, inclusive.

Analysis

I find, pursuant to section 67 of the Act, that the landlord is entitled to compensation in the sum of \$6,500.00 for rent owed from August 20, 2013 to December 19, 2013. The tenant was served notice of this hearing but failed to attend the hearing. The tenant vacated the day prior to rent owed for December 2014 to January 2014.

As the landlord's application has merit I find, pursuant to section 72 of the Act; that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for \$6,550.00. 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*.

Conclusion

The landlord is entitled to a monetary Order for unpaid rent.

The landlord is entitled to filing fee costs.

This decision should be read in conjunction with the November 8, 2013 Direct Request decision.

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: December 23, 2013

Residential Tenancy Branch

