



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent or utilities; for a Monetary Order for unpaid rent or utilities; and to recover the filing fee from the tenant for the cost of this application. At the outset of the hearing the landlord advised that the tenant is no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on October 04, 2013. Canada Post tracking numbers were provided by the landlord in testimony. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent and utilities?

Background and Evidence

The landlord testifies that this month to month tenancy started on April 01, 2013. Rent for this unit was \$2,200.00 per month. \$1,100.00 was due on the 1st day of each month and \$1,100.00 was due on the 15th day of each month.

The landlord testifies that the tenant failed to pay the rent due on August 15, 2013. A 10 Day Notice to End Tenancy was served upon the tenant on August 29, 2013 by posting it to the door of the rental unit. This Notice informed the tenant that rent is owed for August of \$1,100.00 and the tenant has five days to either pay the rent or dispute the Notice or the tenancy will end on September 08, 2013. The landlord testifies that the tenant did not pay the rent or dispute the Notice.

The landlord testifies that since that time the tenant failed to pay any rent for September or October, 2013 and did not move from the rental unit until the first week of November without notifying the landlord.

The landlord seeks a Monetary Order to recover the unpaid rent which now totals \$5,500.00. The landlord testifies that they seek to amend the application because when it was filed they only claimed the outstanding rent and utilities up to October 15, 2013 of \$4,659.00. However, as the tenant did not vacate the rental unit more rent is now owed. The landlord testifies that utilities are also owed of \$159.99. The landlord has provided three copies of the outstanding utility bills, two are for gas and one is for Hydro. The landlord testifies that the tenant was given copies of these bills when they became due but has failed to pay them.

Analysis

The tenant did not appear at the hearing to dispute the landlords' claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the

tenant, I have considered the landlords documentary evidence and affirmed testimony before me. Section 26 of the *Act* states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The landlord has testified that rent is due on the 1st and the 15th day of each month and the tenant failed to pay rent due on August 15, and all of the rent due for September and October, 2013. The tenant moved from the rental unit on or about November 06, 2013. Therefore, I find the landlord is entitled to recover a loss of rent From August 15 to October 31, 2013 and I have allowed the landlord to amend their claim accordingly. The landlord has therefore established a claim for unpaid rent of **\$5,500.00** pursuant to s. 67 of the *Act*.

The landlord also seeks to recover the sum of \$159.99 in unpaid utilities. A tenant must pay utilities to the landlord within 30 days of receiving a copy of the utility bills. Consequently, in the absence of any evidence from the tenant to the contrary I find the landlord has established a claim to recover the amount of **\$159.99** from the tenant pursuant to s. 67 of the *Act*.

As the landlord has been successful with their amended claim I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$5,709.99**. The order must be served on the tenant and is enforceable through the Provincial Court 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: November 12, 2013

Residential Tenancy Branch

