



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON ADVANTAGE PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, CNR, MT, FF

Introduction

This hearing dealt with applications by both the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession pursuant to Section 55 based on the 10-Day Notice, a monetary order for rent owed pursuant to Section 67 and a monetary order for the recovery of the filing fee pursuant to Section 72.

The tenant applied for an extension of time to dispute the 10-Day Notice to End Tenancy and an order to cancel the 10-Day notice to end tenancy for rent.

Only the landlord appeared. Despite being served with the Notice of Hearing by registered mail sent on January 21, 2014, the tenant did not appear.

Therefore the tenant's application must be dismissed.

At the outset of the hearing, the landlord advised that the tenant had vacated the rental unit in early February 2014. Therefore, the landlord's request for an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent is moot.

In any case, I find that the matter of possession of the rental unit was already heard and settled between the parties at a previous hearing held on January 16, 2014.

It is determined that the hearing will proceed with respect to the landlord's monetary claim for rental arrears.

Issue to be decided

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

Background and Evidence

The tenancy started in July 2013 with rent set at \$500.00 per month payable on the 1st day of each month and a security deposit of \$250.00 was paid by the tenant. The landlord testified that the tenant failed to pay rent on January 1, 2014 and a 10-Day

Notice to End Tenancy for Unpaid Rent was served on the tenant by registered mail on January 3, 2014, demanding payment of \$500.00 overdue rent.

The landlord testified that the tenant did not pay the rental arrears and did not vacate in accordance with the Notice. The landlord testified that, although the tenant did vacate in February 2014, the tenant still owes the arrears of \$500.00, which is being claimed.

Analysis:

In regard 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.

If the tenant does not pay rent when it is due, the landlord can issue a Notice to End Tenancy for Unpaid Rent under section 46 of the Act. I find that the Notice was properly issued and served and that the tenant still owes the landlord \$500.00 for rent for January 2014.

I find that the landlord is entitled to total compensation of \$550.00, comprised of \$500.00 rental arrears for January 2014 and the \$50.00 cost of the application. I order that the landlord retain the tenant's \$250.00 security deposit in partial satisfaction of the claim, leaving \$300.00 still outstanding.

I hereby dismiss the tenant's application in its entirety without leave and issue a monetary order in favour of the landlord for \$300.00. This Order must be served on the tenant in person or by registered mail. This decision and order is final and binding and may be enforced through Small Claims Court if necessary.

Conclusion

The tenant's application is dismissed in its entirety without leave. The landlord is successful in the application and is granted a monetary order for rent.

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: February 25, 2014

Residential Tenancy Branch

