



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for unpaid rent and for recovery of the filing fee.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord supplied an affidavit signed by a process server showing that the tenant was served with the landlord's Application for Dispute Resolution and Notice of Hearing by leaving it with the tenant on November 19, 2013.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for the amount requested and to recover the filing fee?

### Background and Evidence

The evidence shows that this tenancy began on March 1, 2011, and ended on June 30, 2013, when the tenant vacated the rental unit.

The landlord's monetary claim is for unpaid rent in the amount of \$10,400, which is an accumulation of deficient rent payments during the course of the tenancy.

The landlord submitted that the tenant agreed he owed this amount, and produced a document entitled "Acknowledgment of Debt" signed by the tenant on June 30, 2013, showing that the tenant accepted that he owed unpaid rent of \$10,400.

The landlord's relevant additional documentary evidence included two tenancy agreements and another acknowledgment that the tenant owed for an earlier rent deficiency.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlord's undisputed evidence that the tenant failed to pay rent in accordance with the terms of the tenancy agreement, leaving a rent deficiency in the amount of \$10,400, and that he is entitled to a monetary award in that amount.

I also award the landlord recovery of the filing fee of \$50.

I therefore find the landlord has established an entitlement to a monetary award of \$10,450, comprised of unpaid rent of \$10,400 and recovery of the filing fee of \$50.

### Conclusion

The landlord's application for monetary compensation for \$10,450 is granted.

I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$10,450, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: March 05, 2014

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Residential Tenancy Branch

