



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MND, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for damage, and to recover the fee for filing an Application for Dispute Resolution. At the outset of the hearing the Landlord withdrew the claim for an Order of Possession, as the rental unit has been vacated.

The Landlord stated that on January 25, 2014 the Application for Dispute Resolution and the Notice of Hearing, sent to the Tenant at the rental unit, via registered mail. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Preliminary Matters

Section 59(2)(b) of the *Act* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. As the Landlord's Application for Dispute Resolution did not provide any details of the claim for damage to the rental unit, I find that it would be unfair to the Tenant to consider a claim for damage to the unit at this hearing. The Landlord's claim for damage has therefore been dismissed, with leave to reapply. The Landlord was advised that he has the right to file another Application for Dispute Resolution for damage to the rental unit.

At the hearing the Landlord applied to amend the amount of the claim to include a claim for unpaid rent from February. I find it reasonable for the Tenant to conclude that the Landlord's claim for unpaid rent included a claim for all unpaid rent that was due, including rent that became due after the Landlord filed the Application for Dispute Resolution, and I granted the Landlord's application to amend the amount of the claim.

Issue(s) to be Decided:

Is the Landlord entitled to a monetary Order for unpaid rent?

Background and Evidence:

The Landlord stated that this tenancy began approximately 1.5 years ago; that the Tenant is currently required to pay \$1,500.00 in rent by the first day of each month; and that the Tenant has not paid any rent for November of 2013, December of 2013, January of 2014, or February of 2014.

The Landlord stated that a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of December 10, 2013, was personally served to the Tenant's spouse, although he does not recall the exact date of service. He stated that the Tenant vacated the rental unit approximately ten days prior to this hearing.

Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,500.00 by the first day of each month. I therefore find that the Tenant is obligated to pay this rent for the months in which he has occupied the rental unit.

Based on the undisputed evidence, I find that the Tenant vacated the rental unit on, or about, February 28, 2014 and that the Tenant has not paid rent for November of 2013, December of 2013, January of 2014, or February of 2014. I therefore find that the Tenant must pay \$6,000.00 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$6,050.00, which is comprised of \$6,000.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$6,050.00. 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*.

Dated: March 12, 2014

Residential Tenancy Branch