



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call in response to the landlords' application for a Monetary Order for unpaid rent and to recover the filing fee from the tenant for the cost of this application.

The tenant and one of the landlords attended the conference call hearing and gave sworn testimony. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Are the landlords entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agree that this hearing started on August 01, 2012 for a fixed term tenancy of one year. The tenancy has since reverted to a month to month tenancy. The rent for this unit was \$875.00 per month. The tenant vacated the rental unit on December 01, 2013.

The landlord testifies that the tenant failed to pay rent for the following months:

August 2013 of 875.00

September, 2013 of \$875.00

October, 2013 of \$875.00

November, 2013 of \$575.00.

The landlord testifies that the tenant was served a 10 Day Notice to End Tenancy for unpaid rent and the tenant gave the landlord promissory notes to pay the rent arrears but no rent has been paid since the tenant vacated the unit. The landlords seek a Monetary Order to recover the rent arrears of \$3,200.00 plus the \$50.00 filing fee.

The tenant does not dispute that he owes rent as declared by the landlord. The tenant testifies that he had some difficulties paying the rent due to issues with work and intends to pay the landlords what he owes in installments.

Analysis

I have carefully considered the sworn testimony of both parties. I refer the parties to Section 26 of the *Act* which 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 tenant does not dispute that he owes rent of \$3,200.00 to the landlords. Consequently, I find in favour of the landlords claim to recover these rent arrears and issue a Monetary Order to the landlords pursuant to s. 67 of the *Act* for the amount of **\$3,200.00**.

As the landlords have been successful with their claim I also find the landlords are 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 landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$3,250.00**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced 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: April 08, 2014

Residential Tenancy Branch

