



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KORECKI REAL ESTATE SERVICES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing was scheduled in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for an Order of Possession and a Monetary Order for unpaid rent. The Landlord also applied for anticipated unpaid rent for the period of time after the Application was made and to recover the filing fee.

An agent for the Landlord appeared for the hearing and provided affirmed testimony. The Landlord was also allowed to submit a copy of a notice to end the tenancy, which had been served to the Tenant during the tenancy, after the hearing had concluded in accordance with Rule 3.17 of the Rules of Procedure.

There was no appearance by the Tenant during the 12 minute hearing or any submission of written evidence. The Landlord’s agent testified that the Tenant was served with a copy of the Application and the Notice of Hearing documents by registered mail on July 28, 2014. The Landlord’s agent provided the Canada Post tracking number during the hearing which was noted in the file, and testified that the Canada Post website indicates that it was received and signed for on August 1, 2014. Based on the undisputed oral testimony of the Landlord’s agent, I find that the Tenant was served with notice of this hearing in accordance with Section 89(1) (c) of the Act.

As a result, the hearing continued in the absence of the Tenant and I carefully considered the Landlord’s agent’s undisputed oral and written evidence in this decision.

The Landlord’s agent explained that the Tenant had vacated the rental suite at the end of August, 2014 and therefore no longer required an Order of Possession. As a result, I dismissed this portion of the Landlord’s Application.

### Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent for July and August, 2014?

### Background and Evidence

The Landlord's agent testified that this tenancy started on September 1, 2013 for a fixed term of one year. A tenancy agreement was completed and rent was payable by the Tenant in the amount of \$1,290.00 on the first day of each month.

The Landlord's agent testified that the Tenant failed to pay rent on July 1, 2014. As a result, the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") on July 7, 2014. The Notice, which was provided in written evidence, was attached to the Tenant's door and shows an amount of \$1,290.00 due on July 1, 2014 with an effective vacancy date of July 21, 2014. The Landlord's Application also discloses a claim for anticipated August, 2014 rent. The Landlord's agent testified that this was also not paid by the Tenant. As a result, the Landlord now seeks to recover from the Tenant a total amount of \$2,580.00 in rental arrears.

### Analysis

Section 26(1) of the Act states that a Tenant must pay rent when it is due under a tenancy agreement. Based on the Landlord's agent's undisputed evidence, including the undisputed Notice, I accept that the Tenant failed to pay full rent for the months of July and August, 2014. As a result, I award the Landlord loss of rent in the amount of **\$2,580.00** claimed.

As the Landlord has been successful in this matter, the Landlord is also entitled to the **\$50.00** filing fee for the cost of this Application, pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenant to the Landlord is \$2,630.00.

### Conclusion

For the reasons set out above, I hereby grant a Monetary Order in the amount of **\$2,630.00** in favor of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make payment.

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: September 25, 2014

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Residential Tenancy Branch

