



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON GROUP MEDALLION REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee for the cost of this Application.

An agent for the Landlord appeared for the hearing and provided affirmed testimony as well as written evidence prior to the hearing. There was no appearance by the Tenant and no submission of written evidence prior to the hearing.

The Landlord testified that the Tenant was served with a copy of the Application and the Notice of Hearing documents for this hearing on June 27, 2014 by registered mail. The Landlord provided a copy of the Canada Post tracking number as evidence to support this method of service and explained that she had spoken to the Tenant since who confirmed receipt of the documents for this hearing. In the absence of any evidence from the Tenant to dispute this, I find that the Landlord served the Tenant pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”) and pursuant to Section 90(a) of the Act, the Tenant is deemed to have received these documents five days later.

The hearing continued in the absence of the Tenant and the Landlord’s agent’s affirmed testimony and written evidence was carefully considered in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent?

Background and Evidence

The Landlord’s agent testified that this tenancy began on December 1, 2012 for a fixed term of one year after which it was intended to continue on a month to month basis. A

written tenancy agreement was completed and shows that rent payable under the agreement was established at \$1,600.00 on the first day of each month.

The Tenant paid an \$800.00 security deposit to the Landlord at the start of the tenancy which the Landlord still retains.

The Landlord's agent's testimony is that the Tenant began falling into rent arrears during the tenancy and by August, 2014 the Tenant had not paid rent in the amount of \$1,500.00 for this month. The Landlord's agent testified that the Tenant was in financial difficulty and was awaiting funds from a settlement. However, the Tenant then failed to pay rent for the months of September, October and November, 2014 and as a result vacated the rental suite on November 30, 2014 leaving a balance of rent arrears in the amount of \$6,300.00 ($1,500 + (1,600 \times 3)$).

The Landlord's agent testified that after the Tenant had moved out she tried to work with the Tenant on a payment plan for the rental arrears both verbally and in writing; a written letter sent by the Landlord's agent to the Tenant offering the Tenant a payment plan was provided in written evidence.

The Landlord's agent explained that the Tenant allowed the Landlord to keep her security deposit in the amount of \$800.00 by e-mail and also paid \$100.00 in April, 2014. However, no further payments have been made since this time and the Landlord had no choice but to proceed with this hearing.

As a result, from the balance of the rental arrears in the amount of \$6,300, minus the payment made by the Tenant and her security deposit for a total amount of \$900.00, this leaves a balance of \$5,400.00 which is now claimed by the Landlord.

Analysis

Section 26(1) of the Act requires a Tenant to pay rent when it is due under the tenancy agreement.

I find that, based on the Landlord's agent's undisputed written evidence and oral testimony, the Tenant owes the Landlord unpaid rent in the amount of \$5,400.00 as claimed by the Landlord.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for the cost of having to make this Application, pursuant to Section 72(1) of the Act.

Therefore, the total amount payable by the Tenant to the Landlord is \$5,450.00.

Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$5,450.00**. 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.

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: October 29, 2014

Residential Tenancy Branch

