



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent or utilities, and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail sent on March 1, 2015, the tenant did not appear. A Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Preliminary matter

At the outset of the hearing the landlord indicated that the tenant vacated the rental property on March 8, 2015, and an order of possession is no longer required.

### Issue to be Decided

Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on May 20, 2014. Rent in the amount of \$1,500.00 was payable on the first of each month. The tenant did not pay a security deposit.

The landlord testified that the tenant failed to pay for January 2015, and February 2015 and was served with a notice to end tenancy. The landlord stated that the tenant vacated the premises; however, they did not pay the outstanding rent. The landlord seeks a monetary order in the amount of \$3,000.00.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

**Rules about payment and non-payment of rent**

*26 (1) 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 evidence of the landlord was the tenant did not pay rent owed for January 2015, and February 2015. I find the tenant has breached section 26 of the Act when they failed to pay rent when due under the tenancy agreement and this has caused losses to the landlord.

I find that the landlord has established a total monetary claim of **\$3,050.00** comprised of unpaid rent for the above noted months and the \$50.00 fee paid by the landlord for this application.

I grant the landlord an order pursuant to section 67 of the Act in the above amount. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlord is granted a monetary order for the above noted amount.

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 27, 2015

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Residential Tenancy Branch

