



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent and the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified he served the Tenant with the Notice of Hearing and Application by registered mail, sent on April 1, 2015, to the rental unit address. The Agent testified the Tenant had left the rental unit address without prior notice on or about February 19, 2015. The Tenant did not provide a forwarding address to the Landlord.

The Agent testified that after having left the rental unit the Tenant had informed him that mail could be sent to the rental unit address as the Tenant had put in a change of address notice with Canada Post. The Agent further testified that the registered mail had not been returned by the Canada Post, and this tended to indicate the mail had been delivered to the Tenant. Under the Act mail served by registered mail is deemed served five days after mailing. Based on all of the above, I find the Tenant has been sufficiently served for the purposes of the Act five days after mailing, pursuant to section 71(2)(b) of the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to monetary relief?

### Background and Evidence

Based on the affirmed testimony of the Agent and the documentary evidence of the Landlord, I find that the Tenant was served with a Notice to End Tenancy for non-payment of rent on February 19, 2015, by posting it to the door of the rental unit. At the time of posting the Tenant had vacated the rental unit without prior notice to the Landlord. The rental unit appeared empty to the Agent.

The Agent for the Landlord testified that he spoke with the Tenant after February 19, 2015, and informed her that she was required to give sufficient notice to end the tenancy. He received a notice from the Tenant on or about February 27, 2015, that she had vacated the rental unit and was ending the tenancy in February.

The Landlord and the Tenant had one prior dispute resolution hearing, the file number for which is recorded on the title page of this decision. In this prior decision the Tenant was ordered to pay the Landlord four months of rent and the security deposit was offset in that hearing.

In this proceeding the Landlord claims for the unpaid February 2015 rent of \$985.00, plus the filing fee for the Application.

### Analysis

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

I find that the Tenant has failed to pay rent under the Act and tenancy agreement for February 2015. Under section 26 of the Act the Tenant is not allowed to withhold rent from the Landlord, unless there is some authority under the Act to do so. In this case there is no evidence that the Tenant had authority to withhold rent. Therefore, I find the Tenant has breached the Act and tenancy agreement by failing to pay rent. I further find the Tenant breached the Act by failing to give the required Notice to End Tenancy with the correct effective date to end the tenancy.

Based on the above, I find the Landlord has established a total monetary claim of **\$1,035.00** comprised of the rent owed for February 2015 and the \$50.00 fee paid by the Landlord for this application, and I grant the Landlord an order under section 67 for the balance due. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to pay rent for February 2015 and vacated the rental unit.

The Landlord is granted a monetary order for **\$1,035.00** for rent due and the filing fee for the cost of the Application.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 11, 2015

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Residential Tenancy Branch

