



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC

Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord called in together with her husband. The tenant did not attend, although he was personally served with the application and Notice of Hearing at the rental unit on April 4, 2015. The landlord testified that the tenant moved out of the rental unit on May 10, 2015 and an order for possession is no longer required.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

Background and Evidence

The landlord testified that the tenancy began in November, 2012. She said that there is a written tenancy agreement but she did not provide a copy of the agreement as evidence. The only documentary evidence submitted by the landlord is a copy of a 10 day Notice to End Tenancy dated March 16, 2015. According to the Notice to End Tenancy the tenant failed to pay rent in the amount of \$2,960.00 that was due on March 1, 2015. The Notice to End Tenancy was served to the tenant by registered mail sent on March 20, 2015.

At the hearing the landlord testified that the monthly rent was \$1,500.00 per month and said that the tenant paid a security deposit of \$750.00 at the start of the tenancy. She said that the tenant was responsible for paying \$40.00 per month for utilities and she testified that at some point she raised the rent to \$1,530.00 per month. The landlord said that she gave the tenant a Notice of Rent Increase, but she did not provide a copy of such a notice.

The landlord said that the tenant paid only part of the rent for February. The landlord said that the tenant owes \$1,370.00 for February and that he paid no rent for March. The landlord claimed \$1,570.00 for March, inclusive of a \$40.00 amount for utilities.

In the application for dispute resolution the landlord claimed \$120.00 for April rent, but at the hearing she requested payment of \$1,600.00 for April, said to be based on a claim for payment of \$60.00 per day for the month of April.

Analysis

The landlord failed to provide any documentary evidence setting out the terms of the tenancy agreement, but based on the Notice to End Tenancy served on the tenant, and based on the fact that it has not been disputed, I accept the landlord's testimony that the tenant failed to pay rent for February in the amount of \$1,370.00 and that he failed to pay March rent of \$1,570.00.

I award the landlord the sum of \$2,960.00 for February and March rent, The landlord claimed only for two days of rent for April, however, according to the landlord's evidence the tenant did not pay rent and did not move out until May 10th. I dismiss the landlord's claim for April rent with leave to reapply. The landlord may make a further application for compensation for loss of rental income or damage after she has conducted a move-out inspection of the rental unit.

Conclusion

The landlord did not request payment of the filing fee for this application and make no order with respect to the filing fee. I have awarded the landlord the sum of \$2,960.00. I order that she retain the \$750.00 security deposit in partial satisfaction of the monetary award and I grant the landlord an order under section 67 for the balance of \$2,210.00. this order may be registered in the Small Claims Court 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: May 12, 2015

Residential Tenancy Branch

