



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order. The hearing was conducted via teleconference and was attended by the landlord and her agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by personally on April 13, 2015 in accordance with Section 89 and that this service was witnessed by a third party. Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord testified the tenant had vacated the rental unit on May 9, 2015. As such, I find the landlord is no longer in need of an order of possession and I amend the landlords' Application for Dispute Resolution to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on November 28, 2014 for a month to month tenancy beginning on December 1, 2014 for a monthly rent of \$750.00 due on the 1st of each month;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on March 3, 2015 with an effective vacancy date of March 19, 2015 due to \$750.00 in unpaid rent;

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on April 2, 2015 with an effective vacancy date of April 13, 2015 due to \$750.00 in unpaid rent; and
- A copy of a 1 Month Notice to End Tenancy for Cause issued on March 7, 2015 with an effective vacancy date of April 30, 2015 citing the tenant is repeatedly late paying rent.

The landlord testified that the tenant has failed to pay any rent for the months of April or May 2015. The landlord confirmed that she received no payments for rent after the 10 Day Notice issued on April 2, 2015 was issued.

Analysis

Section 26 of the *Act* states that 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 the right under this *Act* to deduct all or a portion of the rent.

Based on the landlord's undisputed evidence and testimony, I find the tenant has failed to pay rent for the months of April and May 2015. I also find the tenant had no authority under the *Act* to deduct any amount from rent owed for either month.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,550.00** comprised of \$1,500.00 rent owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 25, 2015

Residential Tenancy Branch

