



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord served the application and notice of dispute resolution by registered mail to the home address provided by the Tenant on the rental application form. The Landlord determined on the internet that this address is also used as the Tenant's business address. The Tenant returned to this address after moving out of the unit. Based on the Landlord's undisputed evidence of the address provided in the rental application and used as a business address, and of the Tenant's return, I find that that the application has been sufficiently served for the purposes of this Act. The Tenant did not participate. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

On August 7, 2014 the Tenant signed a tenancy agreement for the tenancy to start September 1, 2014 on a fixed term to August 31, 2015. Rent of \$6,000.00 was payable monthly on the first day of each month. The tenancy agreement notes beside the Tenant signature that the agreement is "subject to visual inspection and acceptance by tenant before September".

On August 28, 2014 the Tenant's family arrived from out of country and the unit was viewed again. On this date the Tenant provided a cheque for the first month's rent of \$6,000.00 and a cheque for the security deposit of \$3,000.00, was given the keys to the unit, and moved into the unit. On August 30, 2014 the Tenant informed the Landlord that they were moving out and cancelled the cheques. The Landlord immediately advertised and found another tenant for a tenancy start date of September 23, 2014.

The Landlord claims unpaid rent for 22 days in September 2014 in the amount of \$4,400.00.

Analysis

Section 16 of the Act provides that the rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit. Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Based on the Landlord's undisputed evidence of a signed tenancy agreement providing for the payment of rent for September 2014 and the failure of the Tenant to pay the rent for September 2014, I find that the Landlord has substantiated an entitlement to **\$4,400.00**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$4,450.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$4,450.00**. If necessary, this order may be filed 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: June 11, 2015

Residential Tenancy Branch

