



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ECM Strata Management Rental Division  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord.

I note for the purposes of this Application for Dispute Resolution that Section 1 of the *Residential Tenancy Act (Act)* stipulates that a tenant includes the estate of a deceased tenant. As such, when I refer to tenant in this Application I include both the estate and the executor of the estate.

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 *Act* by registered mail on January 15, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

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's requested to amend their Application for Dispute Resolution to exclude the matter of compensation for cleaning and damage to the rental unit. I accept this amendment and note that the landlord may submit a future Application for Dispute Resolution to follow up on those claims within the limitations set out in the *Act*.

### 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's agent testified the tenancy began on October 1, 2007 as a month to month tenancy for the monthly rent (at the end of the tenancy) of \$590.00 due on the 1<sup>st</sup> of each month. The tenancy ended on January 1, 2015, when the tenant's family removed her belongings and vacated the rental unit.

The landlord submits that the tenant had failed to pay the full rent for the months of October, November and December 2014. The landlord testified that for the month of October 2014 the tenant owed \$55.63 and had paid nothing for the months of November and December 2014. As such, the landlord seeks \$1,235.63 for unpaid rent.

### Analysis

Based on the landlord's undisputed evidence and testimony I find the tenant failed to pay rent in the amounts claimed by the landlord.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$1,285.63** comprised of \$1,235.63 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: July 28, 2015

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Residential Tenancy Branch

