



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on May 13, 2015. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Background and Evidence

The landlord testified that this month to month tenancy started on June 27, 2012. The tenant paid a rent contribution of \$174.00 per month and rent was due on the 1st of each month.

The landlord testified that the tenant failed to pay all the rent due for March, 2015 leaving an unpaid balance of \$49.75. The tenant failed to pay rent for April, 2015 of \$174.00 and gave written notice to end the tenancy effective on May 31, 2015. The tenant failed to pay rent for May, 2015 of \$174.00. The landlord testified that the tenant was served a 10 Day Notice to End Tenancy on May 08, 2015 and vacated the rental unit on May 29, 2015.

The landlord testified that on July 07, 2015 the tenant made a payment of \$100.00 towards the rent arrears; due to this the landlord has reduced their monetary claim for unpaid rent to \$297.75.

Analysis

With regard to the landlord's claim for unpaid rent; I refer the parties to s. 26 of the *Act* which states:

26. 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 a right under this Act to deduct all or a portion of the rent.

I am satisfied from the evidence before me that the tenant owes an amount of rent for April and May, 2015. Consequently, I find the landlord is entitled to recover the unpaid rent of **\$297.75**.

As the landlords' claim has merit I find the landlord is also entitled to recover the filing fee of **\$50.00** from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

I hereby issue a Monetary Order in the landlord's favor in the amount of \$347.75 under the following terms:

Item	Amount
Unpaid Rent for April	\$123.75
Unpaid Rent for May	\$174.00
Recover Filing Fee	\$50.00
Total Monetary Order	\$347.75

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: October 19, 2015

Residential Tenancy Branch

