



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, RP, PSF, RR, OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on December 9, 2015 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for the Landlord to comply - Section 62;
3. An Order for repairs - Section 32;
4. An Order for the Landlord to provide services or facilities required by law - Section 65; and
5. An Order for a rent reduction - Section 65.

The Landlord applied on December 31, 2015 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not appear at the scheduled time of the hearing. The Landlord appeared and was ready to respond to the Tenant’s application. I accept the Landlord’s evidence that the Tenant was served with the Landlord’s application for dispute

resolution and notice of hearing in person on December 31, 2015 in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. After 10 minutes of hearing time, the Tenant had not appeared and the Tenant's application was dismissed.

The Landlord stated that the Tenant moved out of the unit on January 31, 2016 and that the Landlord has possession of the unit. The Landlord's claim for an order of possession is therefore dismissed.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

A written tenancy agreement exists however it was not provided as evidence to support the claim. The tenancy started on June 14, 2013. Rent of \$800.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. The Tenant owed arrears of \$500.00 and failed to pay rent for December 2015 and January 2016.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed oral evidence of the Landlord I find that the Landlord has substantiated that the Tenant failed to pay rent in the total amount of **\$2,100.00**. As the Landlord has been successful with its monetary claim I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of \$2,150.00. Deducting the security deposit of **\$400.00** plus zero interest leaves **\$1,750.00** owed by the Tenant to the Landlord.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$1,750.00**. 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: February 01, 2016

Residential Tenancy Branch

