



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* ("the Act") for a monetary order pursuant to Section 67 and to recover the filing fee pursuant to Section 72.

On January 19, 2015, the landlord applied and received authorization for substituted service of his Application for Dispute Resolution package ("ADR") with Notice of Hearing. The landlord testified that he served the tenant by sending his ADR through registered mail to the tenant's father's place of business as per his substituted service order. I accept that the tenant was deemed served with the Application for Dispute Resolution hearing package including the Notice of Hearing on September 13, 2015 (5 days after its registered mailing).

The landlord testified that he named the tenant's father in this application as a second respondent because he was told by the tenant to speak with her father about this matter and "deal directly with my father". The landlord was able to obtain an application for substituted service through the father and to speak with the father on occasion regarding the outstanding amount. The landlord submitted that since the father had taken some responsibility for this matter, he believes the father should be named as a party. However, a successful application for substituted service does not equate to assigning responsibility for debt to another party. An application for substituted service allows an applicant to serve in a way not provided by the Act if the applicant proves that the respondent can be notified of the Dispute Resolution hearing in this manner. The

father of the tenant is not a signatory to the tenancy agreement, however and I cannot hold him responsible for any debt owed by the tenant. Therefore, the landlord's application against Tenant F is dismissed.

Tenant D did not attend although the 1: 30 pm teleconference continued until 1:54 pm. The landlord attended and was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and to recover the filing fee for this application?

Background and Evidence

The landlord provided evidence that the tenancy began on September 1, 2013 as a 12 month fixed term tenancy with a rental amount of \$550.00 payable on the first of each month. The landlord testified that the tenant did not provide a security deposit for her tenancy. The tenancy ended August 31, 2014 when the tenant vacated the rental unit.

The landlord testified that the tenant failed to pay 2 separate months' rent during the course of her tenancy. The landlord testified that, in April 2014 and August 2014, the tenant's rent cheques were returned from the bank noting "insufficient funds". The landlord submitted copies of both returned cheques as well as banking information to confirm that the landlord did not receive payment for rent in both April and August 2014.

The landlord sought a monetary order for the two outstanding months' rent in the amount of \$1100.00 (\$550.00 x 2). The landlord also sought to recover the \$50.00 filing fee for this matter. The landlord testified that he attempted to contact the tenant and her father on several occasions. He testified that, during one telephone call, the tenant told the landlord she would pay the outstanding rental amount by September 5, 2014. The landlord testified that as of the date of this hearing the tenant has not paid the outstanding rent.

Analysis

I find that the landlord is entitled to receive an order for unpaid rent in April 2014 and August 2014. I accept the sworn, undisputed testimony of the landlord as well as supporting documentary evidence that the tenant failed to pay rent in the months of April and August 2014. The landlord's evidence shows that the tenant's April and August rent cheques were returned by the tenant's bank due to insufficient funds. The landlord's undisputed testimony is that those amounts remain unpaid. Based on the landlord's evidence, I find that the landlord is entitled to a monetary order including the \$1100.00 in rental arrears. As the landlord has been successful in this application, I find that he is also entitled to recover the \$50.00 filing fee from the tenant.

Conclusion

I dismiss the landlord's application against Tenant F.

I issue a monetary order to the landlord as follows,

Item	Amount
Unpaid Rent	\$550.00
Unpaid Rent	550.00
Less Security Deposit	-00.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$1150.00

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: March 04, 2016

Residential Tenancy Branch

