



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, MNR,*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent.

The notice of hearing was served on the tenant on January 21, 2016 in person at the rental unit. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The landlord had made application for dispute resolution by direct request on January 04, 2016. While processing the paper work, the Arbitrator identified issues with some terms of the tenancy agreement that were not in compliance with the *Act* and found that the name of the landlord on the tenancy agreement did not match the name of the landlord on the application for dispute resolution. In addition, there were questions regarding the shared living arrangements.

Since the direct request proceeding is an *ex parte* proceeding, the Arbitrator ordered a participatory hearing to clarify the identified issues. Accordingly this hearing today was scheduled to address the landlord's application.

The landlord also informed me that the parties had attended a hearing on February 24, 2016, which was in response to the tenant's application to cancel the notice to end tenancy and for more time to do so. As per the decision dated February 24, 2016, the Arbitrator addressed all the issues identified in the prior proceeding, dismissed the tenant's application and granted the landlord an order of possession.

The landlord testified that the tenant moved out on or about February 29, 2016. Since the tenant has moved out, the landlord withdrew his application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent?

Background and Evidence

The tenancy started on July 02, 2015. The monthly rent is \$425.00 due in advance prior to the first of each month.

The tenant failed to pay full rent for December and on December 16, 2015, the landlord served the tenant with a notice to end tenancy for rent owed in the amount of \$325.00. The tenant disputed the notice but did not do so in a timely manner. The landlord testified that the tenant continued to occupy the rental unit without paying rent for January or February 2016. At the end of the tenancy, the tenant owed \$325.00 for December 2015, \$425.00 for January 2016 plus \$425.00 for February 2016 for a total of \$1,175.00 in unpaid rent. The landlord is applying for a monetary order for this amount.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim.

I find that the landlord is entitled to \$1,175.00 for unpaid rent. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,175.00**.

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 02, 2016

Residential Tenancy Branch

