



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0849226 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the hearing, however no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenant was personally served with the Landlord's Application for Dispute Resolution and notice of this hearing personally at the tenant's place of work on February 16, 2016. I accept that testimony, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the landlord's agent are considered in this Decision.

During the course of the hearing, the landlord's agent testified that the tenant vacated the rental unit on February 21, 2016 and the landlord's application for an Order of Possession is withdrawn.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began in August, 2015 and the tenant vacated the rental unit on February 21, 2016. No written tenancy agreement was signed by the parties, however rent in the amount of \$1,300.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$650.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a manufactured home in a manufactured home park, both owned by the landlord. The tenant rented the home, not just the pad in the park that the home is situated on.

The landlord's agent further testified that the tenant has been repeatedly late with the rent, and on February 2, 2016 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided. The notice states that the tenant failed to pay rent in the amount of \$1,325.00 that was due on February 1, 2016 and the landlord's agent testified that the amount included a late fee. On February 15, 2016 the tenant paid half of the rent for the month of February, 2016 of \$650.00, leaving rent outstanding for the balance of the month in the amount of \$650.00. The landlord withdraws the 3 late payment fees that the landlord has collected, and claims unpaid rent in the amount of \$600.00 as well as recovery of the \$100.00 filing fee.

The landlord does not seek to keep the security deposit in satisfaction of the claim and testified that he has made an additional application for dispute resolution seeking monetary compensation for damages and to keep the security deposit, but has not yet been advised of a hearing date.

Analysis

I have reviewed the evidentiary material of the landlord, and considering the testimony of the landlord's agent, I am satisfied that the tenant failed to pay rent in full for the month of February, 2016, and the landlord is entitled to rent for the entire month. The landlord has withdrawn the late fees, and claims the sum of \$600.00 from the tenant, and I am satisfied that the claim has been made out.

Since the landlord has been partially successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to section 67 of the *Residential Tenancy Act* in the amount of \$700.00.

This order is final and binding and may be enforced.

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 31, 2016

Residential Tenancy Branch