



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

OPR, MNR

### Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order for unpaid rent. The matter was originally submitted as a direct request proceeding to be conducted without the need for an oral hearing. By decision dated February 1, 2016, the arbitrator found that there were discrepancies in the dates for which the landlord was claiming unpaid rent. She ordered that the direct request proceeding be reconvened to be conducted as a participatory conference call hearing. The arbitrator directed the landlord to serve the tenant with notice of the reconvened hearing. The reconvened hearing was scheduled to be heard by conference call on March 24, 2016 at 9:00 A.M. The landlord testified that the tenant was served with the notice of reconvened hearing sent by registered mail on February 19, 2016. The landlord provided the Canada Post tracking information which disclosed that the registered mail was accepted by the tenant on February 24, 2016. The tenant moved out of the rental unit on February 28, 2016. Because the tenant has moved out of the rental unit an order for possession is no longer required and the landlord's application for an order for possession is dismissed.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?

### Background and Evidence

The rental unit is a suite in the landlord's house in Chilliwack. The tenancy proceeded by a series of fixed term tenancy agreements. The landlord provided a copy of an agreement for a six month term beginning October 1, 2015 and ending March 31, 2016. The monthly rent was \$975.00, payable on the first of each month. According to the agreement, the tenant was to be credited with a security deposit in the amount of \$475.00 after he completed painting the interior of the rental unit. The landlord said the painting was never completed.

In his Direct Request Application the landlord claimed the sum of \$4,412.50 as unpaid rent. He said that in a monetary worksheet that \$2,462.50 was outstanding for the period from February, 2014 to November, 2014, \$975.00 was owed for January, 2016 and \$975.00 was owed for December 2016. At the hearing he clarified his claim; he said that \$2,462.50 was owed for the

period from February 2014 to November, 2015 and no rent was paid for December 2015 or January, 2016.

The landlord did not submit any bank records or accounting ledgers, but he did provide some handwritten notes concerning payments made in 2014 and 2015.

### Analysis

The landlord's records of past payments were confusing. They included amounts offset for appliances said to be purchased by the tenant, but at the hearing the landlord said that the tenant did not replace any appliances.

I did not find the records of rent payments and arrears before November, 2015 to be reliable. The landlord entered into a new tenancy agreement for a term commencing October 1, 2015. I have confined the landlord's claims to amounts requested during the current tenancy and I have excluded amounts claimed for periods before October, 2015.

Based on the landlord's testimony and documents I find that the tenant failed to pay all rent for November 2015; he paid \$950.00, leaving a shortfall of \$25.00. The tenant did not pay rent for December, January or February, for a total of \$2,950.00 and I allow the landlord's claim in the said amount. Because this proceeding was commenced as a direct request proceeding the landlord is not entitled to recover the filing fee for this application.

I grant the landlord an order under section 67 in the amount of \$2,950.00. This order may be registered in the Small Claims Court and enforced as an order of that court

### Conclusion

The landlord has been granted a monetary order. The application for an order for possession has been dismissed.

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 30, 2016

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Residential Tenancy Branch