



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

On May 11, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession, and for a monetary order for unpaid rent or utilities. The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord testified that he served the Tenant with the Application for Dispute Resolution and Notice of Hearing, in person on May 13, 2016. I find that the Tenant has been duly served in accordance with the Act.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary Issue

The Landlord testified that the Tenant moved out of the rental unit on June 4, 2016. The Landlord withdraws his request for an order of possession.

Issues to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?
Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on March 7, 2016 as a month to month tenancy. Rent in the amount of \$700.00 was payable on the first of each month. The tenant did not pay a security deposit.

The Landlord testified that the Tenant did not pay all of the rent owed for the Months of March, 2016, April 2016, May 2016, and June 2016.

The Landlord testified that he served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 4, 2016, ("the Notice") on the Tenant on May 4, 2016, by handing the Notice to him in person.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice. The Notice states that the Tenant has failed to pay rent in the amount of \$1,905.00.

There is no evidence before me that that the Tenant made an application to dispute the Notice.

The Landlord testified that March 2016 rent was pro-rated to be \$525.00. The Landlord testified that the Tenant paid \$300.00 towards March 2016, rent and was given a \$200.00 credit for cleaning the rental unit. The Landlord testified that he also accepted a clothes dryer from the Tenant for a credit of \$200.00. The Landlord testified that the Tenant also received a credit of \$20.00 for mowing the lawn.

The Landlord submits that the payment from the Tenant and the credits amount to \$720.00. The Landlord testified that the Tenant still owes \$1,905.00 for unpaid rent for April 2016, May 2016, and June 2016. The Landlord seeks a monetary order for unpaid rent in the amount of \$1,905.00.

Analysis

Based on the evidence before me, and the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the rent for April, 2016, May 2016, and June 2016.

I find that the Tenant owes \$1,905.00 for the above mentioned months.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,005.00 comprised of \$1905.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing. This order may be filed in the Provincial Court (Small

Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$2,005.00

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: June 13, 2016

Residential Tenancy Branch