



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

On May 24, 2016, the Landlord submitted an Application for a Direct Request Proceeding 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 Tenant was sent a Notice of Direct Request proceeding on May 24, 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 and Procedural Matters

At the start of the hearing the Landlord testified that the Tenants moved out of the rental unit on June 2, 2016, and the Landlord does not require an order of possession.

Issues to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The Landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("the Notice") on the Tenants on January 11, 2016.

The Landlord testified that the tenancy began on June 1, 2013, as a month to month tenancy. Rent in the amount of \$1,550.00 was payable on the first of each month. The Landlord testified that the Tenants paid a security deposit of \$775.00.

The Landlord testified that he felt bad for the Tenant when the Tenant's partner moved out, so he allowed her to pay less rent each month. The Landlord states that after 11

months of the Tenant paying less rent, he discovered that she had a new partner living with her, and he requested that she resume paying the full rent amount. The Landlord provided a copy of the tenancy agreement dated June 1, 2016, showing that the Tenant agreed to pay \$1,550.00 per month.

The Landlord testified that the Tenants failed to pay all the rent for the month of April 2016, and May 2016.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 14, 2016. The Landlord provided a copy of the Notice.

The Landlord testified that he served the Tenants with the Notice by handing it to them on May 14, 2016. The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice. The Notice states that the Tenants have failed to pay rent in the amount of \$2,850.00.

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

The Landlord testified that the Tenants did not pay all rent owed for April 2016. The Landlord testified that the Tenants owe \$1,300.00 because they only paid \$250.00 towards April 2016, rent. The Landlord also testified that the Tenants owe \$1,550.00 because they did not pay any rent for the month May 2016. The Landlord testified that he was able to rent the unit out to a new Tenant for part of the month of June 2016. The Landlord received \$1,150.00 from the new Tenant and therefore suffered a loss of \$400.00 rent for June 2016.

The Landlord seeks a monetary order for unpaid rent in the amount of \$3,250.00.

Analysis

Based on the evidence before me, and the testimony of the Landlord, and on a balance of probabilities, I find that the Tenants have not paid the outstanding rent within five days of receiving the Notice, and did not apply to dispute the Notice, and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Tenants owe \$1,300.00 for April 2016, rent. I also find that the Tenants owe \$1,550.00 rent for the month of May 2016. I find that the Landlord suffered a loss of \$400.00 rent for June 2016. The Tenants are aware that they are required to pay

rent each month and therefore, pursuant to section 64 of the Act, I allow the claim to be amended to include the \$400.00 claim for June 2016 rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants 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 \$3,350.00 comprised of \$3,250.00 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 Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Tenants 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 \$3,350.00.

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 27, 2016

Residential Tenancy Branch