



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            MNR FF

### Introduction

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for a monetary order against the tenant for unpaid rent pursuant to section 67 of the Act as well as recovery of the filing fee for this application pursuant to section 72 of the Act.

The tenant did not attend this hearing, although I waited until 1:17pm in order to enable the tenant to connect with this teleconference hearing scheduled for 1:00pm. The representative for the landlord ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord testified that she served the tenant with the landlord's Application for Dispute Resolution package with Notice of Hearing ("ADR") by registered mail on December 20, 2015. The landlord provided a receipt and Canada Post tracking number with respect to this registered mailing and confirmed, in her testimony that the tenant signed for the package. Given the evidence of service before me, I find that the tenant was sufficiently served with the landlord's ADR for the purposes of this Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award against the tenant for outstanding rent as well as recovery of the filing fee?

### Background and Evidence

This tenancy began November 1, 2007 as a month to month, subsidized tenancy. There was no security deposit taken for these premises. On October 19, 2015, the landlord issued a 10 Day Notice to the tenant indicating that two months' of rent were unpaid. The landlord testified that the tenant was repeatedly late in paying her monthly rent but in order to allow the tenant to find a new residence, they allowed her to remain beyond the effective date of the 10 Day Notice for "use and occupancy only". The landlord submitted letters to the tenant from the landlord indicating that it is still the landlord's intention to end the tenancy.

The landlord testified that the tenant paid November 2015 rent in December 2015. The landlord testified that the tenant did not pay December 2015 rent. The landlord testified that the tenant

vacated the rental unit on January 4, 2016 leaving an outstanding balance of unpaid rent in the amount of \$897.00 (the rental amount for December 2015). The landlord sought to recover the December rental amount from the tenant.

### Analysis

Based on the evidence before me, I find that the landlord is entitled to recover \$897.00 – the unpaid rent from December 2015 before the tenant vacated the residence. I find that the landlord has shown evidence of the rental amount as well as the tenant's agreement to pay. The landlord has shown evidence that the tenant resided in the rental unit during the course of December 2015. Therefore, pursuant to section 26(1) of the Act set out below, the tenant must pay December 2015.

**26 (1)** A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

As the landlord has demonstrated their loss and the responsibility of the tenant for that loss of rent, I issue a monetary order to the landlord including the amount of December 2015 rent.

As the landlord was successful in the application for dispute resolution, I find that the landlord is entitled to recover the \$50.00 filing fee for this application.

### Conclusion

I issue a monetary order in the total amount of \$947.00 against the landlords.

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: July 15, 2016

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Residential Tenancy Branch