



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) and having provided evidence of this method of service to the tenant, the tenant did not participate in the conference call hearing. The landlord testified that the registered mail has subsequently been returned as unclaimed. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in 2010 Rent is payable in advance on the first day of each month. In this tenancy the payable rent is subsidized geared to income and the rent has fluctuated over the length of the tenancy to this date. The landlord claims that the tenant failed to pay all rent payable and on June 22, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent owed to June 01, 2016 stating the arrears a \$8145.00. The tenant has since made a series of subsequent payments toward the arrears in the sum of \$2300.00 and the landlord's evidence is that the tenant now owes only \$3329.00. The landlord claims that certain adjustments were made to the tenant's rent ledger to explain the large discrepancy in the outstanding amount of rent, however was not able to explain the cause or reason for the adjustments nor was document evidence submitted in support of the adjustment to owed rent which was purportedly provided to the tenant in a letter. The landlord acknowledges that in the

absence of the tenant receiving the landlord's registered mail the tenant is unaware of what amount of rent they validly owed on June 01, 2016, or now owe. The quantum of the landlord's monetary claim is for outstanding rent inclusive of August 2016 unpaid rent in the amount of \$3329.00.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent, however, I conclude that the notice to end did not validly reflect the amount by a difference of several thousand dollars. I find the landlord's testimony that a large adjustment was subsequently made to the actual amount of rent arrears has been inadequately explained nor supported by the landlord. I am not satisfied by the landlord's submissions that the tenant is aware or has been aptly informed that they still owe an abundance of rent and the amount. As a result, I find the notice dated June 22, 2016 sufficiently invalid so to end the tenancy. None the less, I accept the landlord's claims of the tenant's unpaid rent and the amount of the remaining arrears owed the landlord.

The landlord has established a monetary claim for unpaid rent in the amount of \$3320.00. The landlord is also entitled to recovery of the \$100.00 filing fee, for a total entitlement of **\$3420.00**. If the landlord serves the tenant the Order and the tenant does not satisfy the Order forthwith, the Order may be filed in the Small Claims Court and enforced as an Order of that Court. It must further be known that it is available to the landlord to issue a new *valid* notice to end for unpaid rent based on the landlord's revised and valid calculations, or if the tenant does not satisfy the Monetary Order or other payable rent when due.

Conclusion

I grant the landlord an Order under Section 67 of the Act for the amount of **\$3420.00**. If necessary, the Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: August 29, 2016

Residential Tenancy Branch

