



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent and to recover the filing fee cost from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on February 17, 2016 copies of the Application for Dispute Resolution and Notice of Hearing and evidence handed to the tenant. Service occurred at the rental unit with both landlords' present and occurred at 2:45 p.m.

I find that the hearing documents were personally delivered to the tenant on February 17, 2016. The tenant did not attend the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid rent?

Background and Evidence

The tenancy commenced in 2013. On February 27, 2013 the tenant signed a document governing rules for pets, a laundry agreement and crime-free housing addendum. On June 2, 2015 the tenancy agreement supplied as evidence was signed by the parties. Current subsidized rent in the sum of \$328.00 is due on the first day of each month. The rent is calculated annually based on an asset declaration and may change from year to year.

The landlord testified that they are claiming rent owed over the term of tenancy. The tenant has never had a zero balance owed. Effective March 2016 the tenant owed \$907.00. The landlord provided a record of payments that had been made and amounts owed up to that date.

On October 30, 2014 the tenant signed a document agreeing to rent arrears owed and a repayment schedule. A copy of that signed agreement was not supplied as evidence but the landlord read from the note.

Since signing the repayment agreement the tenant has continued not to pay the rent owed in full each month, plus the sums agreed to for the rent arrears. Effective March 2016 the tenant owed the landlord \$1,235.00; the sum claimed by the landlord.

Effective April 1, 2016 the tenancy was assigned to a non-profit organization as agent for the landlord. The landlord wishes to obtain the unpaid rent from the period of time during which they managed the tenancy directly.

Analysis

From the evidence before me I find that the tenant was given notice of this hearing but failed to attend the hearing to oppose the claim.

I find on the balance of probabilities that throughout the tenancy the tenant has failed to pay rent in the sum of \$1,275.00, to the end of March 2016. This finding is supported by the agreement the tenant signed acknowledging the rent arrears and his agreement to make payments toward the arrears. The tenant has also failed to oppose the claim.

Therefore, I find that the landlord is entitled to compensation for unpaid rent owed from the start of the tenancy to March 31, 2016 in the sum of \$1,275.00.

As the landlords' claim has merit I find pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant.

Based on these determinations I grant the landlord a monetary order in the sum of \$1,375.00. In the event that the tenant does not comply with this order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is entitled to a monetary order for unpaid rent.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 21, 2016

Residential Tenancy Branch