



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OPR, OPC, MNR, MND

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, an Order of Possession for Cause, a monetary Order for unpaid rent, and a monetary Order for money for damage.

The Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated. The Landlord withdrew the application for a monetary Order for damage to the unit, with the understanding that he has the right to make another application for damages once he has obtained receipts to support those claims.

The Landlord stated that on September 01, 2016 the Application for Dispute Resolution, the Notice of Hearing and 5 pages of evidence that was received by the Residential Tenancy Branch on September 07, 2016 were sent to the Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement.

The Landlord stated that the aforementioned documents were mailed to a forwarding address provided by the Tenant after the rental unit was vacated.

In the absence of evidence to the contrary, I find that the aforementioned documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### Preliminary Matter

The Landlord stated that when he submitted the 5 pages of evidence the Residential Tenancy Branch on September 07, 2016 he also submitted a copy of the tenancy agreement; a copy of a Ten Day Notice to End Tenancy for Unpaid Rent; a copy of the rental application; and a copy of a warning letter issued to the Tenant.

I am satisfied that I can fairly adjudicate this matter on the basis of the Landlord's undisputed testimony and I therefore did not adjourn the hearing to provide the Landlord with an opportunity to re-submit the aforementioned documents.

### Issue(s) to be Decided

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

### Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on September 01, 2015;
- the Tenant agreed to monthly rent of \$700.00 by the first day of each month;
- the Tenant agreed to monthly rent of \$700.00 by the fifteenth day of each month;
- the rental unit was vacated on August 20, 2016; and
- no rent was paid for August of 2016.

The Landlord is seeking compensation for unpaid rent from August of 2016, in the amount of \$1,400.00.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,400.00 and that the Tenant has not paid the rent that was due for August of 2016. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,400.00 in outstanding rent to the Landlord regardless of the fact the rental unit was vacated prior to the end of August.

### Conclusion

The Landlord has established a monetary claim of \$1,400.00 for unpaid rent and I grant the Landlord a monetary Order for that amount. In the event 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.

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: October 21, 2016

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Residential Tenancy Branch