



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR, FF

Introduction

This hearing dealt with a landlord's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "*Act*") for:

- an order of possession for unpaid rent;
- a monetary order for unpaid rent; and
- recovery of the filing fee paid for this application from the tenant.

The landlord appeared at the teleconference hearing and gave affirmed testimony. The tenant did not appear at the hearing which lasted 20 minutes. During the hearing the landlord was given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the landlord's Application and Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered.

The landlord testified that he sent the tenant a copy of the Application and Notice of Hearing by registered mail. The landlord testified that he sent the registered mailing to the rental unit on November 30, 2016. The landlord provided the tracking number orally to confirm the mailing. Taking into account that the online registered mail tracking information supports the undisputed testimony of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been deemed served with the landlord's Application and Notice of Hearing on December 5, 2016, the fifth day after the registered mailing.

Preliminary and Procedural Matters

During the hearing, the landlord withdrew his application for an order of possession for unpaid rent as the tenant vacated the rental unit on December 15, 2016.

Issue(s) to be Decided

- Is the landlord entitled to a monetary order for unpaid rent?
- Is the landlord entitled to recover the filing fee paid for this application from the tenant?

Background and Evidence

The undisputed testimony of the landlord established that a month to month the tenancy started on December 15, 2015 pursuant to a written tenancy agreement signed by the tenant on December 17, 2015. Rent in the amount of \$900.00 is due on the first day of each month. The landlord testified that he received a security deposit in the amount of \$450.00 on January 1, 2016.

The landlord testified that he served the tenant with a 10 Day Notice for Unpaid Rent or Utilities (the "10 Day Notice") on November 12, 2016, by registered mail. As the landlord has withdrawn his application for an order of possession, I find I do not need to consider the 10 Day Notice further, except in regard to the rent money still owed to the landlord from the tenant.

The landlord testified that the tenant moved out of the rental unit on December 15, 2016. The landlord further testified that the tenant did not pay rent in the amount of \$900.00 for each of the months of October, November and December 2016.

The landlord requested to amend his application to include the full amount of unpaid rent for December 2016. Accordingly, the landlord is seeking a monetary order in the total amount of \$2,700.00 for unpaid rent for each of the months of October, November and December 2016.

The landlord is seeking to recover the \$100.00 filing fee paid for this application from the tenant.

Analysis

Based upon the undisputed evidence of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the dispute resolution hearing package and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful as I find the evidence supports the landlord's claim and is reasonable.

I find that the tenant was required to pay rent in the amount of \$900.00 for each of the months of October, November and December 2016 and he did not do so.

I find that the tenant is not prejudiced by the landlord's request to amend his application to include all unpaid rent as the tenant knew or ought to have known that he was required to pay the rent when due. Therefore, I amend the landlord's application in this regard.

I find that the landlord is entitled to receive a monetary award for unpaid rent owing for each of the months of October, November and December 2016.

As the landlord's application was successful, I also find that the landlord is entitled to recovery of the \$100.00 filing fee from the tenant.

As the landlord is holding the tenant's security deposit in the amount of \$450.00, I find that the landlord is entitled to apply the tenant's security deposit against the amounts owed by the tenant pursuant to s.72 of the *Act*.

Based on the foregoing, the landlord is entitled to a monetary order as follows:

October 2016 Unpaid Rent	\$ 900.00
November 2016 Unpaid Rent	\$ 900.00
December 2016 Unpaid Rent	\$ 900.00
Filing Fee	\$ 100.00
Subtotal	\$ 2,800.00

Less Security Deposit	\$ 450.00
Total	\$ 2,350.00

Conclusion

The landlord is granted a monetary order in the amount of \$2,350.00 which must be served on the tenant as soon as possible. Should the tenant fail to comply with this monetary order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: January 16, 2017

Residential Tenancy Branch