



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AL GRAND MAISON and VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on January 23, 2017. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agent appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

At the outset of the hearing the landlord's agent advised that the tenant is no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession. The landlord also withdraws their application for an Order permitting the landlord to keep the security deposit as no deposit was paid at the start of the tenancy. The landlord's agent also

advised that the landlord withdraws their application for a Monetary Order for money owed or compensation for damage or loss.

Issue(s) to be Decided

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

Background and Evidence

The landlord's agent testified that this month to month tenancy started on January 01, 2016. This was a verbal agreement between the parties for the tenant to rent this unit at a monthly rent of \$900.00. Rent was due on the 1st of each month.

The landlord's agent testified that the tenant failed to pay all the rent due on June 01, 2016. There is an outstanding balance for that month of \$650.00. Since then no rent has been paid by the tenant.

The tenant was served a 10 Day Notice to End Tenancy for unpaid rent or utilities (the Notice) on November 10, 2016. This Notice was served to an adult occupant who apparently resided in the rental unit with the tenant. The Notice informed the tenant that there was \$5,150.00 outstanding in rent and that the tenant had five days to either pay the outstanding rent, or file an application to dispute the Notice or the tenancy would end on November 20, 2016.

The landlord's agent testified that the tenant failed to pay the outstanding rent and since that time has failed to make any further rent payments. The tenant did not vacate the rental unit on November 20, 2016 but did vacate on January 31, 2017. The landlord's agent testified that the tenant has rent arrears from June, 2016 to January, 2017 of \$6,950.00. The landlord seeks a Monetary Order to recover this amount plus the \$100.00 filing fee.

Analysis

With regard to the landlord's claim for unpaid rent; I refer the parties to s. 26 of the *Act* which states:

26. 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.

I am satisfied from the undisputed evidence before me that the tenant has rent arrears of **\$6,950.00** from June, 2016 to January, 2017. The tenant has not attended to present any evidence to show that they had a right under the *Act* to deduct all or a portion of rent. I therefore find in favor of the landlord's application to recover these rent arrears and the landlord will receive a Monetary Order pursuant to s. 67 of the *Act*.

As the landlords claim has merit I further find the landlord is entitled to recover the filing fee of **\$100.00** from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$7,050.00**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia 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: February 21, 2017

Residential Tenancy Branch