



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            MNR, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent, as amended. The tenant did not appear at the hearing. The landlord testified that he personally served the tenant with the hearing documents and evidence within three days of filing. Based on the unopposed testimony of the landlord I accepted that the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

The landlord had also applied for an Order of Possession; however, at the outset of the hearing the landlord stated that the property was sold to a new owner effective May 31, 2017 and the landlord acknowledged that he no longer has the right to evict the tenant. The landlord also stated that the security deposit was transferred to the new owner when the sale completed. Accordingly, the landlord confirmed that he was withdrawing his request for an Order of Possession and that he only seeks a Monetary Order for the rent that he was entitled to receive from the tenant before the property sold. I amended the application accordingly.

### Issue(s) to be Decided

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

### Background and Evidence

The tenancy started on August 15, 2016 and the tenant is required to pay rent of \$1,175.00 on the first day of every month. The tenant paid \$200.00 of the \$500.00 security deposit that was required.

I heard that the tenant usually paid rent late and in partial installments. On April 29, 2017 the landlord personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice). The 10 Day Notice indicates the tenant owed \$662.00 in rent for August 2016; \$5.00 in rent for March 2017; and, \$375.00 in rent for April 2017. The landlord submitted that the balance of April 2017 rent was satisfied in two payments received on May 2, 2017 and May 6, 2017 but the unpaid rent for August 2016 and March 2017 remained outstanding. Further, the landlord did not receive rent for May 2017.

The landlord seeks a Monetary Order for the unpaid rent, calculated as follows:

August 2016 rent outstanding	\$ 662.00
March 2017 rent outstanding	5.00
May 2017 rent not paid	<u>1,175.00</u>
Total unpaid rent	\$1,842.00

Documentary evidence provided by the landlord included copies of: the tenancy agreement; the 10 Day Notice; a signed Proof of Service of the 10 Day Notice; bank statements showing the e-transfer payments the tenant made to the landlord; receipts issued by the landlord for cash payments; and, a written statement of all the payments received from the tenant and amounts still owing by the tenant.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. Upon consideration of all of the unopposed evidence before me, I accept that the tenant was required to pay rent of \$1,175.00 every month and the tenant failed to meet his obligation to do so in the amounts put forth by the landlord. Therefore, I grant the landlord's request to recover unpaid rent from the tenant in the sum of \$1,842.00, as requested.

I also award the landlord recovery of the \$100.00 filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order in the sum of \$1,942.00 to serve and enforce upon the tenant.

### Conclusion

The landlord has been provided a Monetary Order in the sum of \$1,942.00 to serve and enforce upon the tenant.

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: June 21, 2017

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Residential Tenancy Branch