



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 the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and make submissions.

The landlord testified that on February 28, 2017, he personally served the tenant with a copy of the Application for Dispute Resolution and Notice of Hearing. The landlord provided a witnessed proof of service of the Application and Notice of Hearing in support of service. The landlord testified that he served the tenant in the parking lot of her place of work and provided the address of such.

Based on the above evidence, I am satisfied that the tenant was personally served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the tenant.

Issues

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

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on January 15, 2012 and ended on March 16, 2015. The rent at the end of the tenancy was \$1650.00 per month. The landlord testified the tenant fell into rent arrears sometime during the summer of 2014. On January 26, 2015 the tenant

provided the landlord written notice to end the tenancy as of March 1, 2015. On this same date, the tenant also provided the landlord with a signed written statement acknowledging rent arrears in the amount of \$10,475.00 up to the end of February 2015. The landlord submitted copies of both the written notice to end tenancy and the acknowledgment of rent arrears as evidence. The landlord also submitted receipts of three \$60.00 payments made by the tenant towards the rent arrears after the end of the tenancy. The landlord is claiming an outstanding balance of \$10,295.00.

Analysis

Section 26 of the Act requires that 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 accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$1650.00 and accumulated rent arrears of \$10,295.00 up to the end of the tenancy. I accept the landlord's claim for outstanding rent of \$10,295.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$10,395.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$10,395.00. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: July 25, 2017

Residential Tenancy Branch