



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by Direct Request that was adjourned to a participatory hearing. The Landlord filed under the *Residential Tenancy Act* (the “Act”), for a Monetary Order for unpaid rent and for an Order of Possession.

The hearing was convened by telephone conference call and was attended by the Landlord, who provided affirmed testimony. The Tenants did not attend.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As the Tenant did not attend the hearing, I inquired with the Landlord regarding service of the documents as explained below.

In the hearing the Landlord testified that the Application, the Notice of Direct Request Proceeding, and 19 pages of evidence were sent individually to each of the Tenants by registered mail on August 10, 2017, and provided me with the registered mail tracking numbers.

The witness for the Landlord (the “Witness”) also testified that they were present with the Landlord over the phone when the Landlord attempted to serve the documents personally on the Tenants. The Witness testified that they could hear the Landlord attempting to serve documents on someone and that the person was refusing to accept the documents.

In the hearing the Landlord testified that the person being served was the Mother of one of the Tenants, who also lives in the rental unit. Based on the above, I am satisfied that the Tenants were served on August 10, 2017, the date that the Application, the Notice

of Direct Request Proceeding, and the Landlord's evidence package was personally served on an adult who resides with the Tenants.

The Landlord also testified that the Notice of Hearing, along with all documents previously served, were placed in the Tenants' mailbox on August 29, 2017. The Landlord testified that their son witnessed the Tenants picking up the packages from the mailbox on August 29, 2017. Based on the above, I am satisfied that the Tenants were served with the Notice of Hearing on August 29, 2017.

Preliminary Matters

At the outset of the hearing the Landlord withdrew their Application for an Order of Possession as they stated that the Tenants moved out on September 5, 2017. The Application was amended accordingly.

I note also that the landlord sought compensation for unpaid utilities. However, as the original Application for Dispute Resolution by Direct Request did not indicate that the Landlord sought to recover any utility costs and the Landlord has not submitted an Amendment to an Application for Dispute Resolution seeking to increase their claim to include utilities in the amount of \$1,073.51, I find it would be prejudicial to the Tenants to allow the Landlord to amend their original Application to include a claim for utilities.

The Landlord also requested to amend their application to include the recovery of the \$100.00 filing fee. Section 72 of the *Act* states that the director may order payment or repayment of a fee under section 59 (2) (c) [*starting proceedings*] by one party to a dispute resolution proceeding to another party. The Application was amended accordingly.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Background and Evidence

The tenancy agreement in the documentary evidence before me indicates that the tenancy, which commenced October 1, 2016, is a fixed-term tenancy with an end date of October 31, 2017. The tenancy agreement states that rent in the amount of \$1,250.00 is due on the first day of each month, and that at the end of the fixed-term, the tenancy may continue on a month-to-month basis. The tenancy agreement also indicates that a security deposit in the amount of \$625.00 was due on September 23, 2016 which the Landlord confirms was paid by the Tenant.

The Landlord testified that the Tenants moved out September 5, 2017, and that as of the date of the hearing, they owe \$2,500.00 in rent for August and September 2017.

Analysis

I accept the Landlord's undisputed testimony that as of the date the tenants vacated the rental unit that rent in the amount of \$2,500.00 remained unpaid.

Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$2,500.00. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: October 19, 2017

Residential Tenancy Branch