



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 LAKESIDE REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, CNC, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, and to recover the fee for filing this Application for Dispute Resolution. At the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Agent for Landlord stated that on December 01, 2017 or December 02, 2017 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted to the Residential Tenancy Branch on November 20, 2017 were personally served to the Tenant. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied to cancel a Notice to End Tenancy for Cause.

Preliminary Matter

As the Tenant did not attend the hearing in support of his Application for Dispute Resolution, I find that he did not diligently pursue the matter. I therefore dismiss his Application, without leave to reapply

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent or utilities?

Background and Evidence

The Agent for the Landlord stated that:

- the Tenant signed a tenancy agreement in which he agreed to pay monthly rent of \$660.00 by the first day of each month;
- the rental unit was vacated sometime in early December of 2017; and
- no rent was paid for November of 2017.

Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$660.00 by the first day of each month and that the Tenant has not paid rent for November of 2017. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$660.00 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$760.00, which includes \$660.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for 760.00. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: December 19, 2017

Residential Tenancy Branch