



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that he personally served the tenant with the Landlord's Application for Dispute Resolution and notice of this hearing on August 22, 2017 at the tenant's place of employment. I accept that testimony and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenant for unpaid rent?

### Background and Evidence

The landlord testified that this month-to-month tenancy began on April 1, 2016 and ended at the end of May, 2017. No written tenancy agreement exists, and no security deposit or pet damage deposit were collected by the landlord. Rent in the amount of \$500.00 per month was payable on the 1<sup>st</sup> day of each month. The rental unit is a recreational vehicle fully serviced and the landlord owns the rental unit and the property it is situated on, but the landlord does not reside on the property.

The landlord further testified that rent was paid in cash, however the tenant rarely paid it on time. The landlord did not issue a notice to end the tenancy for unpaid rent, but the

tenant avoided the landlord and continued to fall further into arrears. The tenant moved out without notice to the landlord. The rental unit was re-rented for a tenancy to begin July 1, 2017, however the landlord allowed the new tenants to move in earlier.

No rent was paid for January through May, 2017, none has been paid since the landlord served the tenant with the Landlord's Application for Dispute Resolution, and the landlord claims \$2,500.00 as well as recovery of the \$100.00 filing fee.

### Analysis

I accept the undisputed testimony of the landlord that the tenant failed to pay rent for the months of January through May, 2017, and the landlord has established the claim of \$2,500.00 for unpaid rent.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,600.00.

This order is final and binding and may be enforced.

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 13, 2018

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Residential Tenancy Branch