



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to sections 46 and 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants 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 and his assistant attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Rules 7.1 and 7.3 of the Residential Tenancy Branch Rules of Procedure provides as follows:

Commencement of the Hearing - *The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.*

The landlord gave undisputed affirmed testimony that the Application for Dispute Resolution (the Application) and an evidentiary package was served to the tenants by way of registered mail on January 08, 2018. The landlord provided copies of the Canada Post tracking numbers to confirm these registered mailings. In accordance with sections 88 and 89 of the *Act*, I find the tenants were duly served with the Application and evidence on January 13, 2018.

At the outset of the hearing the landlord testified that the tenants vacated the rental unit at the end of January 2018. The landlord requested to withdraw their application for an Order of Possession.

The landlord's application for an Order of Possession is withdrawn.

Issues(s) to be Decided

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 tenants?

Background and Evidence

The landlord gave written evidence that this tenancy began on April 01, 2016, with a monthly rent of \$1,850.00, due on the first day of each month. The landlord testified that they did not collect a security deposit for this tenancy.

The landlord also provided a tenant ledger showing the rent owing and paid during the past year of the tenancy. The tenant ledger shows an outstanding balance of \$2,700.00 in unpaid rent carried over from 2016.

The landlord gave undisputed affirmed testimony that the tenants owe \$6,675.00 for unpaid rent owing for October 2017, November 2017, December 2017 and January 2018. The landlord submitted that the tenants also have unpaid rent owing from 2016.

Analysis

Section 26 of the *Act* requires a tenant to pay rent to the landlords, regardless of whether the landlords comply with the *Act*, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the *Act*.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

I find the landlord's tenant ledger does not clearly identify the rent owing and paid for each month in 2016 and only shows a total balance carried over. I find that without a clear ledger to confirm the rent owing and paid, I am not able to confirm the landlord's monetary claim against the tenants for unpaid rent owing for 2016. For this reason, the landlord's monetary claim for unpaid rent owing for 2016, in the amount of \$2,700.00, is dismissed, without leave to reapply.

Based on the undisputed written evidence and affirmed testimony of the landlord, I find the landlord is entitled to a monetary award of \$6,675.00, for unpaid rent owing for this tenancy for October 2017, November 2017, December 2017 and January 2018.

As the landlord has been successful in this Application, I also allow them to recover their \$100.00 filing fee from the tenants.

Conclusion

I grant a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent and to recover the filing fee for this application:

Item	Amount
Balance of Unpaid October 2017 Rent	\$1,125.00
Unpaid November 2017 Rent	1,850.00
Unpaid December 2017 Rent	1,850.00
Unpaid January 2018 Rent	1,850.00
Filing fee for this Application	100.00
Total Monetary Order	\$6,775.00

The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 20, 2018

Residential Tenancy Branch