



# 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 an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing on January 04, 2018, by registered mail, to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip indicating that the package was unclaimed.

Residential Tenancy Policy Guideline No. 12 provides that, where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or not picked up, service continues to be deemed to have occurred on the fifth day after mailing. Based on the landlord's evidence and pursuant to section 89 and 90 of the *Act*, I find that the tenant has been deemed served with the landlord's dispute resolution hearing package on January 09, 2018, 5 days after the mailing of the package.

The tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on August 16, 2014 and ended on February 28, 2016. The monthly rent was \$1,650.00 payable on the first of each month. The landlord stated that the tenant fell behind on rent and owed a total of \$5,000.00 for unpaid rent. The parties came to an agreement to set up a payment plan.

The landlord filed copies of emails from the tenant outlining the dates and amounts that he would pay to satisfy the debt he owed. The landlord also filed a copy of the agreement dated February 28, 2016 and signed by both parties. In the agreement, the tenant acknowledges the debt of \$5,000.00 owed by him in unpaid rent.

The landlord testified that the tenant did not make even one payment as per the schedule set up by him. The parties communicated by email and the most recent email from the tenant is dated May 28, 2018 in which the tenant apologizes for not making payments and promises that he will pay all outstanding rent in the amount of \$5,000.00. The landlord has applied for a monetary order in the amount of \$5,000.00 for unpaid rent plus \$100.00 for the filing fee.

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant owes rent in the amount of \$5,000.00 which he agreed to pay but did not keep his promise. Accordingly I find that the landlord is entitled to a monetary order for \$5,000.00. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$5,100.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$5,100.00**.

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 24, 2018

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Residential Tenancy Branch