



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OPR MNR FF CNR OLC FF

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for failure to pay rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for unpaid rent pursuant to section 46 (the 10 Day Notice);
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony and present evidence.

At the outset of the hearing, the landlord’s representative advised that the rental property had since sold; therefore, the landlord was no longer seeking an order of possession. The only issue outstanding was the landlord’s monetary application for unpaid rent.

### Issues

Is the landlord entitled to a monetary award for unpaid rent?

Are the landlord and/or tenant entitled to recover the filing fee for this application?

### Background and Evidence

The tenancy began on January 1, 2018 with a monthly rent of \$730.00 payable on the 1<sup>st</sup> day of each month.

The landlord testified the tenant failed to pay the \$730.00 rent payable on July 1, 2018 and on August 1, 2018 and the total amount of \$1460.00 still remains outstanding.

The tenant did not dispute that the rent has not been paid but rather argued that the person he used to make rent payments to advised him that he was no longer authorized by the landlord. The tenant testified that he only had e-mail and PO Box contact info for the landlord. The tenant argues that he should not be required to pay the rent as he made at least 2 attempts to contact the landlord and pay the rent.

### Analysis

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the tenant was obligated to pay monthly rent in the amount of \$730.00 but failed to pay rent for July 2018 and August 2018. I find the tenant did not have a right under the Act to withhold this rent. I accept the landlord's claim for outstanding rent of \$1460.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1560.00.

The tenant's application to recover the filing fee is dismissed.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1560.00. Should the tenant 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: September 27, 2018

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Residential Tenancy Branch