



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HILLCREST MANOR APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution made on March 2, 2018, as amended by an Amendment to an Application for Dispute Resolution dated March 8, 2018 (the "Application"). The Landlord applied for a monetary order for unpaid rent or utilities, pursuant to the *Residential Tenancy Act* (the "*Act*").

The Landlord was represented at the hearing by B.P., an agent, who provided affirmed testimony. Also in attendance was R.P., who did not participate in the hearing. The Tenant did not attend the hearing.

On behalf of the Landlord, B.P. testified the Application package was served on the Tenant by registered mail on March 8, 2018. A Canada Post registered mail receipt was submitted in support. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received 5 days later. I find the Tenant is deemed to have received the Application package on March 13, 2018.

As noted above, the Landlord also submitted an amendment to an Application for Dispute Resolution dated March 8, 2018. According to B.P., it was not served on the Tenant. Accordingly, the additional claim for cleaning, repairs and carpets has not been considered in this Decision. However, the Landlord is granted leave to reapply for these items at a later date. This is not an extension of any applicable statutory deadline.

On behalf of the Landlord, B.P. was given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

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

Background and Evidence

On behalf of the Landlord, B.P. confirmed the tenancy began on March 1, 2015, and ended on July 2, 2017, at which time the Tenant vacated the rental unit. Rent in the amount of \$725.00 per month was due on the 1st day of each month. The Tenant paid a security deposit of \$362.50, which the Landlord holds.

The Landlord claims \$2,025.00 for unpaid rent. Specifically, B.P. testified that rent was not paid when due. Accordingly, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 21, 2017 (the "10 Day Notice"). A copy of the 10 Day Notice was submitted into evidence by the Landlord. At that time, rent in the amount of \$2,025.00 was outstanding. In further support of the amount claimed, the Landlord submitted copies of rent receipts and a tenant ledger.

As noted above, the Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

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.

[Reproduced as written.]

I find the Tenant did not pay rent when due and that \$2,025.00 remains outstanding. Accordingly, I find the Landlord is entitled to a monetary award of \$2,025.00 for unpaid rent.

Having been partially successful I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I also find it appropriate in the circumstances to apply the security deposit in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I find the Landlord has established an entitlement to a monetary order in the amount of \$1,762.50, which has been calculated as follows:

Claim	Amount allowed
Unpaid rent:	\$2,025.00
Filing fee:	\$100.00
LESS security deposit:	(\$362.50)
TOTAL:	\$1,762.50

Conclusion

The Landlord is granted a monetary order in the amount of \$1,762.50. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: October 2, 2018

Residential Tenancy Branch