



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, OPC, OPR, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”), for an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “One Month Notice”), for a Monetary Order for unpaid rent, and for the recovery of the filing fee paid for this application.

The Landlord and a witness for the Landlord were present for the teleconference hearing. The Tenants did not call into the hearing during the approximately 26-minute hearing. The Landlord and witness were affirmed to be truthful in their testimony.

The Landlord testified that he provided the Tenants with the Notice of Dispute Resolution Proceeding package in person on October 9, 2018, the same day the documents were received from the *Residential Tenancy Branch*.

The Landlord submitted the two notices to end tenancy into evidence, along with one photo. I accept the affirmed testimony of the Landlord that the Tenants were served with the Notice of Dispute Resolution Proceeding documents in person, and as such, I find that they were duly served in accordance with Sections 88 and 89 of the *Act*.

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.

Preliminary Matters

At the outset of the hearing, the Landlord testified that the Tenants had moved out of the rental unit. He confirmed that he has possession of the rental unit back, and therefore is no longer seeking an Order of Possession.

The Application for Dispute Resolution was amended to claim for monetary compensation for unpaid rent, as well as the recovery of the filing fee. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Landlord provided undisputed testimony regarding the tenancy. The tenancy began around April 2017. Monthly rent was \$1,250.00, due on the first day of each month. A security deposit of \$625.00 was paid at the outset of the tenancy. The Landlord stated that the Tenants moved out on October 10, 2018.

A 10 Day Notice was served to the Tenants on September 4, 2018 by providing it to the Tenants in person. The 10 Day Notice was submitted into evidence and states that \$800.00 in rent was unpaid as due on September 1, 2018. The effective end of tenancy date of the 10 Day Notice was stated as September 15, 2018.

The witness for the Landlord provided testimony that there were difficulties with getting the rent payments from the Tenants throughout the tenancy. The Landlord testified that On September 4, 2018, the Tenants paid him \$450.00 towards September 2018 rent.

The Tenants were served with the 10 Day Notice on September 4, 2018. The Landlord stated that he did not receive any notification that the Tenants had applied to dispute the 10 Day Notice.

The Landlord stated that after the effective end of tenancy date of September 15, 2018, the Tenants paid him an additional \$100.00 towards September rent, leaving an amount of \$700.00 outstanding.

The Landlord testified that he did not receive any additional payments towards September 2018 rent, and also did not receive any payments towards October 2018 rent.

The Landlord has claimed for monetary compensation in the amount of \$1,950.00; \$700.00 for September rent and \$1,250.00 for October rent.

Analysis

I refer to Section 46(1) of the *Act* which states that a landlord may serve a tenant with a 10 Day Notice if rent is unpaid any day after the day it is due.

I accept the testimony of the Landlord that an amount of \$800.00 was unpaid as of the date of the 10 Day Notice, September 4, 2018. As I have no evidence before me that the Tenants disputed the 10 Day Notice pursuant to Section 46(4) of the *Act*, I find it likely that \$800.00 was owing as stated on the 10 Day Notice.

I also accept the testimony of the Landlord that an additional \$100.00 was paid for September rent and that no money was paid towards the rent owing for October 2018.

As such, I find that the Tenants were in breach of Section 26(1) of the *Act*, as they did not pay the rent when it was due. Section 7 of the *Act* states that when a party does not comply with the *Act*, they must compensate the other party for the resulting loss. Therefore, I find that the Landlord is entitled to monetary compensation in the amount of \$1,950.00, pursuant to Section 67 of the *Act*.

As the Landlord was successful in his Application, I also award the recovery of the filing fee, in the amount of \$100.00. The Landlord is awarded a Monetary Order for \$2,050.00.

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$2,050.00** for partial unpaid rent for September 2018, unpaid rent for October 2018, and for the recovery of the filing fee for this application. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: November 08, 2018

Residential Tenancy Branch