



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Associated Property Management (2001)  
Ltd. and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPRM-DR, FFL

### Introduction

This case involves a tenant not paying rent and the landlord's application for orders of possession, and, compensation for unpaid rent and the filing fee.

The landlord applied for a direct request dispute resolution process under the *Residential Tenancy Act* (the "Act") on January 22, 2019. This was adjourned to a participatory hearing over which I presided on March 14, 2019. The landlord's agent ("agent") attended the hearing and I gave him a full opportunity to be heard, present evidence, make submissions, and call witnesses. The tenant did not attend.

The agent testified that he served the Notice of Dispute Resolution Proceeding package (the "package") on the tenant by way of registered mail on or about January 28, 2019. I find that the tenant was served the package in compliance with section 89 of the Act.

I have reviewed and considered oral and documentary evidence that met the requirements of the Act's *Rules of Procedure* and that is relevant to the issues of the dispute.

### Issues

1. Is the landlord entitled to an order of possession for unpaid rent?
2. Is the landlord entitled to compensation for unpaid rent?
3. Is the landlord entitled to compensation for the filing fee?

### Background and Evidence

The agent testified that because the tenant left the rental unit in or about the middle of February 2019 he did not need the order of possession.

The tenancy commenced November 1, 2017 and ended when the tenant left. Monthly rent was \$1,550.00 and the tenant paid a security deposit of \$775.00, which the landlord retains. There is no pet damage deposit. A copy of the written tenancy agreement was submitted into evidence.

On January 8, 2019, the agent served, by way of registered mail, a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") which informed the tenant that she was in arrears and that she had five days to pay the rent or file for dispute resolution. A copy of the Notice was tendered into evidence.

In respect of the total arrears owing, the agent testified that the tenant owes \$550.00 for October 2018, and \$1,550.00 for each of November and December 2018, and for January and February 2019, for a total of \$6,750.00.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlords comply with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent. Pursuant to section 46 of the Act, the Notice informed the tenant that the Notice would be cancelled if she paid rent within five days of service. The Notice also explained that the tenant had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The agent testified, and provided documentary evidence to support his submission, that the tenant did not pay all the rent for October 2018 and did not pay any rent for November 2018 to February 2019, inclusive. There is no evidence before me to find that the tenant had a right under the Act to deduct from, or not pay, the rent, and there is no evidence indicating that the tenant applied to cancel the Notice.

Taking into careful consideration the undisputed oral testimony of the agent and the documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord met the onus of proving its claim that the tenant owes \$6,750.00 in rent. I therefore grant, pursuant to section 67 of the Act, a monetary award of \$6,750.00.

As the landlord was successful in its application, I award additional compensation of \$100.00 for the filing fee, pursuant to section 72 of the Act.

I order the landlord to retain the security deposit in partial satisfaction of the awards.

A monetary order of \$6,075.00 for the landlord is granted, and calculated as follows:

CLAIM	AMOUNT
Unpaid rent	\$6,750.00
Filing fee	100.00
<i>LESS security deposit</i>	<i>(\$750.00)</i>
TOTAL	\$6,075.00

### Conclusion

I grant the landlord a monetary order in the amount of \$6,075.00, which must be served on the tenant. The order may be filed in, and enforced as an order of, the Provincial Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 14, 2019

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Residential Tenancy Branch