



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Preliminary matters

At the start of the conference call the Landlord indicated that she had received an Order of Possession from a previous hearing and the Tenant had moved out on May 6, 2019. The Landlord said she is withdrawing her request for an Order of Possession as the tenancy has ended.

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on April 18, 2019. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started on April 1, 2013 as a 1 year fixed term tenancy with an expiry date of March 31, 2014. Rent was \$1,100.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$550.00 and a pet deposit of \$550.00 at the start of the tenancy. The Landlord said condition inspection reports were completed for this tenancy and the Tenant signed off on the move out report that the Landlord could retain the full amount of both deposits to cover damages in the rental unit.

The Landlord continued to say the tenancy ended on May 6, 2019. When the tenancy ended the Landlord said that the Tenant had unpaid rent of \$1,600.00. The Landlord submitted a 10 Day Notice to End Tenancy for Unpaid Rent dated March 27, 2019 in support of this claim. The Landlord requested a monetary order in the amount of \$1,600.00 as compensation for the unpaid rent.

In addition the Landlord requested to recover from the Tenant the \$100.00 filing fee for this proceeding.

The Landlord said her total claim is for \$1,700.00.

Analysis

Section 26 (1) says 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 has not paid the overdue rent and has not applied for dispute resolution to dispute the unpaid rent. The Tenant does not have the right to withhold part or all of the unpaid rent. Consequently, I find pursuant to s. 67 of the Act that the Landlord is entitled to a Monetary Order. The Landlord is entitled to recover unpaid rent in the amount of \$1,600.00. .

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Unpaid rent arrears:	\$ 1,600.00	
Recover filing fee	<u>\$ 100.00</u>	
Subtotal:		\$1,700.00
Balance Owing		\$ 1,700.00

Conclusion

A Monetary Order in the amount of \$1,700.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) 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 *Residential Tenancy Act*.

Dated: May 28, 2019

Residential Tenancy Branch