



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent. The landlord had initially made application by direct request which is processed by a non-participatory hearing. In an interim decision dated May 23, 2019, the adjudicator adjourned the hearing to a participatory hearing and instructed the landlord to serve the tenant with a notice of this hearing.

The landlord testified that she served the tenant by registered mail and provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing.

The landlord attended this hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The parties also attended a hearing on April 16, 2019. During that hearing the parties came to an agreement. The landlord agreed to extend the tenancy to August 01, 2019 and was granted an order of possession effective that date. The tenant also agreed to pay all outstanding rent and a schedule of payments was set up to assist the tenant with catching up on unpaid rent.

The landlord testified that the tenant did not abide by the agreement and therefore she was forced to make this application. The landlord also testified that the tenant had moved out on May 27, 2019. Accordingly, this hearing only dealt with the landlord's application for a monetary order for unpaid rent and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

Background and Evidence

The tenancy started in March 2015. The monthly rent at the end of tenancy was \$1,560.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$650.00.

The landlord testified that the tenant owed rent for the months of March, April and May 2019 and despite making an agreement to pay rent in installments the tenant reneged on her promise to pay. The landlord testified that the tenant failed to pay rent as per the agreement and owed a total of \$4,680.00 in unpaid rent.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim.

I find that the landlord is entitled to \$4,680.00 for unpaid rent. Since the landlord has proven her claim, she is entitled to the recovery of the filing fee of \$100.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the total amount of \$4,780.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$4,780.00**.

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: July 08, 2019

Residential Tenancy Branch