



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 364796 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, 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 monetary compensation for unpaid rent, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, while no one called in for the Tenant. The Landlord was affirmed to be truthful in her testimony and confirmed that the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence was sent to the Tenant by registered mail. The Landlord stated that the package was delivered to the Tenant and provided the tracking number which is included on the front page of this decision. Therefore, I accept that the Tenant was duly served in accordance with Sections 88 and 89 of the *Act*.

Preliminary Matters

The Landlord testified that the Tenant moved out of the rental unit on May 15, 2019 and that they are therefore no longer seeking an Order of Possession. As such, I amend the Application for Dispute Resolution to remove the claim for an Order of Possession.

The Landlord filed the application on April 25, 2019 and was seeking compensation for unpaid rent for April 2019. The Landlord testified that May 2019 rent was not paid as due and therefore requested to amend the application to include a claim for May 2019 rent. As I find it reasonable that the Tenant would expect that rent was due on the first day of each month as per the tenancy agreement, I do not find that it would unfairly

prejudice the Tenant to amend the Landlord's application to add an additional month of rent.

These amendments were made pursuant to Section 64(3)(c) of the *Act*.

Issues to be Decided

Is the Landlord entitled to monetary compensation 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 confirmed the tenancy details as stated on the tenancy agreement. The tenancy started on November 1, 2018 and the Tenant moved out on May 15, 2019. Rent in the amount of \$1,550.00 was due on the first day of each month. The Tenant paid a security deposit of \$775.00 which the Landlord is still in possession of.

The Landlord testified that a 10 Day Notice was served to the Tenant on April 6, 2019 as \$1,550.00 in rent was not paid as due on April 1, 2019. The Landlord stated that a second 10 Day Notice was served to the Tenant on May 8, 2019 after rent was not paid as due on May 1, 2019. Both notices were included in evidence. The Landlord stated that they did not receive any notification that the Tenant had applied to dispute either 10 Day Notice.

The Landlord stated that no money was received towards April or May 2019 rent until May 15, 2019 when \$775.00 was paid. As such, she stated that a total of \$2,335.00 remains owing for the remainder of April and May 2019 rent. The Landlord submitted the Tenant account ledger into evidence which shows no payments in April 2019.

Analysis

As stated in Section 26 of the *Act*, rent must be paid when due as per the tenancy agreement. I accept that the tenancy agreement submitted into evidence which confirms that rent is due on the first day of each month. I also accept the undisputed testimony of the Landlord that the Tenant did not pay rent as due on April 1, 2019 or May 1, 2019 and that a payment of \$775.00 was made towards outstanding rent on May 15, 2019.

As such, I find that the Landlord is entitled to compensation for the remaining rent owed. As the Landlord was successful with their application, pursuant to Section 72 of the *Act*, I award the Landlord the recovery of the filing fee paid for the application in the amount of \$100.00. The Landlord is authorized to retain the security deposit towards compensation owed.

Pursuant to Section 67 of the *Act*, I find that the Landlord is entitled to a Monetary Order in the amount outlined below:

April 2019 rent	\$1,550.00
May 2019 rent	\$1,550.00
Recovery of filing fee	\$100.00
<i>Less payment made on May 15, 2019</i>	<i>(\$775.00)</i>
<i>Less security deposit</i>	<i>(\$775.00)</i>
Total owing to Landlord	\$1,650.00

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$1,650.00** for rent owed for April and May 2019, as well as for the recovery of the filing fee paid for the Application for Dispute Resolution. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant 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: June 06, 2019

Residential Tenancy Branch