



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT  
COMMISSION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's property portfolio manager (the "manager") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the manager and I were the only ones who had called into this teleconference.

The manager testified that the tenant was served with landlord's application for dispute resolution via registered mail on May 24, 2019. The landlord entered into evidence the Canada Post Tracking number to confirm this registered mailing. I find that the tenant was deemed served with the landlord's application on May 29, 2019, five days after its registered mailing, in accordance with sections 89 and 90 of the *Act*.

### Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?

2. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the manager, not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The manager provided the following undisputed testimony. This tenancy began on November 17, 2016 and ended on May 31, 2019. Monthly rent in the amount of \$638.00 was payable on the first day of each month. A security deposit was not paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The manager testified that the tenant emailed the landlord on April 25, 2019 and provided notice to end the tenancy effective May 31, 2019.

The manager testified that the tenant only paid part of March 2019's rent and owes the landlord \$124.00 for that month. The manager testified that the tenant did not pay any rent for April or May 2019 and that the total amount of rent owed by the tenant is \$1,400.00.

The manager testified that on May 1, 2019 the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent with an effective date of May 15, 2019, via regular mail. The 10 Day Notice states that the tenant failed to rent in the amount of \$1,400.00 that was due on May 1, 2019. The manager testified that the tenant did not move out of the subject rental property in accordance with that notice, file to dispute the notice or pay the outstanding rent.

### Analysis

Section 26(1) of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*. Pursuant to section 26(1) of the *Act*, I find that the tenant was obligated to pay the monthly rent in the amount of \$638.00 on the first day of each month. Based on the testimony of the

manager I find that the tenant did not pay rent in accordance with section 26(1) of the *Act* and owes the landlords \$1,400.00 in unpaid rent for the months of March, April and May 2019.

As the landlord was successful in its application, I find that it is entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 72 of the *Act*.

### Conclusion

I issue a Monetary Order to the landlord in the amount of \$1,500.00

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: August 29, 2019

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Residential Tenancy Branch