



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FFL

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent. The landlord appeared at the hearing; however, there was no appearance on part of the tenant despite giving the tenant at least 10 minutes to appear for the hearing.

Since the tenant did not appear, I explored service of hearing documents upon the tenant. The landlord testified that shortly after filing his Application he personally served the tenant with the hearing documents at her residence at the time. The landlord explained that the tenant had moved to another one of the landlord's rental units after vacating the subject rental unit and the tenant was residing in that other rental unit until August 4, 2019. In the absence of any suggestion to the contrary, I accepted that the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent, as claimed?

Background and Evidence

The landlord submitted that a tenancy formed for the subject rental unit on November 15, 2018. The rent was set at \$900.00 per month and the tenant was required to pay one-half of the monthly rent for November 2018 and the full monthly rent starting December 1, 2018. The landlord testified that the tenant did not pay any rent for November 2018 or December 2018 when due as she was waiting for money from Income Assistance. The landlord never did receive the rent for November 2018 or December 2018. Nor, did the tenant pay a security deposit. The landlord did receive

\$900.00 for rent for the month of January 2019 and the tenant vacated the subject rental unit at the end of January 2019.

The landlord seeks to recover \$1,350.00 in unpaid rent from the tenant for the months of November 2018 and December 2018.

The landlord provided a copy of the Shelter Information document he signed for the tenant to demonstrate the monthly rent was \$900.00 and the tenancy started on November 15, 2018. The landlord also provided various text message and/or email communications between the parties to demonstrate the tenant had been informing the landlord that she was trying to obtain funds to pay rent from Income Assistance.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due under their tenancy agreement, even if the landlord has violated the Act, regulations or tenancy agreement, unless the tenant has a legal right under the Act to withhold rent.

Upon consideration of the unopposed evidence before me, I accept that the tenant was required to pay rent of \$450.00 for the month of November 2018 and \$900.00 for the month of December 2018 and she failed to do so. There is no evidence to suggest the tenant had the legal right to withhold or otherwise not pay rent to the landlord for these months. Therefore, I find the landlord is entitled to recover unpaid rent of \$1,350.00 from the tenant, as claimed.

I further award the landlord recovery of the \$100.00 filing fee paid for this application.

Provided to the landlord with this decision is a Monetary Order in the sum of \$1,450.00 to serve and enforce upon the tenant.

Conclusion

The landlord is provided a Monetary Order in the sum of \$1,450.00 to serve and enforce upon the tenant.

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: October 16, 2019

Residential Tenancy Branch