



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding H COT HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNR, FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act). The landlord applied an order of possession of the rental unit pursuant to a One Month Notice to End Tenancy for Cause (Notice) issued by the landlord, a monetary order for unpaid rent, and for recovery of the filing fee paid for this application.

The landlord's agent (landlord) attended the telephone conference call hearing; the tenant did not attend.

The landlord was affirmed and testified that he served the tenant with the Application for Dispute Resolution and Notice of Hearing by personal delivery on December 7, 2019.

Based upon the undisputed submissions of the landlord, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### *Preliminary and Procedural matters-*

The landlord said that he no longer needed an order of possession of the rental unit as he was granted one on January 20, 2020, by the Decision of an adjudicator of the Residential Tenancy Branch (RTB) through the direct request process. The landlord said that he has already enrolled the order of possession in the BC Supreme Court and it is ready for enforcement.

I find it appropriate to amend the landlord's application, to exclude their request for an order of possession of the rental unit.

The landlord requested to go forward on their application for a monetary order for unpaid rent, as that request was dismissed with leave to reapply by the adjudicator in the Decision of January 20, 2020. He said that in addition to the rent owed through December 2019, the tenant has refused to vacate the rental unit and owes monthly rent for January 2020.

As a result, the landlord requested to amend their monetary claim to include rent owed through the date of the hearing. As this request to amend the application does not prejudice the respondent/tenant as the tenant would be aware that rent is due pursuant to the tenancy agreement, I amend the application to include unpaid rent through January 2020.

#### Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent and recovery of the filing fee?

#### Background and Evidence

The landlord said that this tenancy began on June 1, 2010, for a monthly rent of \$900.00. The current monthly rent is \$1,023.00, as it was increased periodically throughout the tenancy with notices of a rent increase on the RTB form being issued to the tenant, according to the landlord.

The landlord said that he served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and the Notice here, and was advised by the RTB to go forward on both applications.

In this application, the landlord's monetary claim is \$1,246.00. The landlord said that the tenant owes a rent deficiency of \$234.00 for November and unpaid rent of \$1,023.00 for December 2019. I note this amount is actually \$1,257.00.

The landlord explained that he was not given a monetary order by the adjudicator in the direct request process, as he had not submitted the notices of rent increases issued to the tenant, which brought his monthly rent obligation to \$1,023.00. As this was

determined in a non-participatory process, the landlord was not present to give his testimony.

As noted, the landlord has requested to amend his application to include monthly rent of \$1,023.00 for January, 2020.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so. When a tenant fails to comply with their obligation under the Act and tenancy agreement, a landlord may serve a tenant a notice seeking an end to the tenancy, pursuant to section 46(1) of the Act, which I find the landlord did previously.

Based on the undisputed testimony, I find that the landlord submitted sufficient evidence to show that the tenant owes a rent deficiency of \$234.00 for November 2019 and unpaid rent of \$1,023.00 for December 2019 and January 2020, each, for a total of \$2,280.00. I therefore find the landlord is entitled to a monetary award of \$2,280.00.

I also grant the landlord a monetary award of \$100.00 for recovery of the filing fee paid for their application.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$2,380.00, comprised of unpaid rent as noted above and recovery of the filing fee of \$100.00.

Should the tenant fail to pay the landlord this amount to the landlord without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

### Conclusion

The landlord's application for a monetary order for unpaid rent and recovery of their filing fee has been granted.

The landlord's request to amend their application to increase their monetary claim was granted.

The landlord's request for an order of possession of the rental unit was excluded.

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: January 28, 2020

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Residential Tenancy Branch