



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

On October 18, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord and tenant attended the teleconference hearing.

At the start of the hearing I introduced myself. The hearing process was explained. The Landlord and Tenant were provided with an opportunity to ask questions about the hearing process and was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on August 25, 2018, as a fixed term tenancy to continue until August 31, 2019. Rent in the amount of \$4,000.00 was to be paid by the first day of each month. The Tenant paid the Landlord a security deposit of \$2,000.00. The Landlord provided a copy of the tenancy agreement.

The Tenant was provided an opportunity to provide a copy of the tenancy agreement prior to the reconvened hearing but did not do so. The Tenant confirmed the terms of the tenancy as provided above.

Loss of Rent \$7,000.00

The Landlord testified that the Tenant failed to pay all the rent owing under the tenancy agreement for the month of July 2019. The Landlord testified that a cheque for July 2019 rent in the amount of \$3,000.00 had a stop payment applied.

The Landlord testified that two cheques for August 2019 rent in the amount of \$3,000.00 and \$1,000.00 had stop payments applied.

The Landlord provided copies of July and August cheques that were returned from the bank due to payment being stopped.

The Landlord provided a copy of a document that indicates the Tenant agreed to pay the Landlord the balance of \$7,078.65 no later than September 30, 2019.

The Landlord is seeking a monetary order in the amount of \$7,000.00 for the loss of July and August 2019 rent.

In reply, the Tenant provided testimony acknowledging that he did not pay the rent owing under the tenancy agreement for July 2019 and August 2019. The Tenant testified that he owes the amount being claimed of \$7,000.00.

The Tenant testified that he has suffered financial hardship due to a personal family matter and high legal costs that prevented him from paying the rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities I make the following findings:

I find that the Tenant is required under the tenancy agreement to pay the Landlord the amount of \$4,000.00 rent each month.

I find that the Tenant failed to pay all the rent owing under the tenancy agreement for the months of July and August 2019. I find that the Tenant owes the Landlord the amount of \$7,000.00 for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$7,100.00 comprised of \$7,000.00 for unpaid rent; and the \$100.00 fee paid by the Landlord for this hearing.

I find that the Landlord is entitled to a monetary order in the amount of \$7,100.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent owing under the tenancy agreement. The Landlord has established a monetary claim in the amount of \$7,100.00.

I grant the Landlord a monetary order in the amount of \$7,100.00.

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: March 02, 2020

Residential Tenancy Branch