



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPR MNR MND FF

Introduction

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

- an order of possession for unpaid rent and utilities pursuant to section 55;
- a monetary order for unpaid rent and utilities pursuant to section 67;
- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:55 a.m. to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and make submissions.

The landlord testified that on January 3, 2020, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number (RN453384949CA) in support of service during the hearing.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

The landlord testified that the tenant vacated the rental unit on February 7, 2020; accordingly, the landlords withdrew their application for an order of possession. The landlords also withdrew the application for compensation for unpaid utilities and damages as they had not submitted any evidence in support of these claims such as copies of utilities bills or proof of damage and proof of loss.

Issues

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began in June 2019 with a monthly rent of \$1000.00 payable on the 1st day of each month. The landlord testified that the tenant did not pay any security or pet deposit at the start of the tenancy.

The landlords are claiming outstanding rent in the amount of \$4000.00. The landlord testified that this includes unpaid rent for the period of November 2019 through to February 2020. The landlord testified that no rent was paid by the tenant throughout this period. The landlord submitted a 10 day Notice to End Tenancy issued to the tenant on December 22, 2019 for unpaid December rent. The landlord testified that the tenant had given a cheque for November 2019 rent but their bank advised them the cheque could not be cashed as no such account existed.

Analysis

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I accept the landlord's uncontested testimony and evidence and find that the tenant was obligated to pay monthly rent in the amount of \$1000.00 but failed to pay rent for the period of November 2019 through to February 2020. I accept the landlord's claim for outstanding rent of \$4000.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$4100.00.

The landlord is at liberty to reapply for the claim for unpaid utilities and damages.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$4100.00. 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: March 02, 2020

Residential Tenancy Branch