



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPR MNR MNDC FF / CNR LRE LAT

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession for failure to pay rent pursuant to section 55;
- a monetary order for unpaid rent and loss pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

Tenant:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for unpaid rent pursuant to section 46 (the 10 Day Notice);
- authorization to change the locks and/or to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 9:40 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord and landlord’s agent attended the hearing and were given a full opportunity to provide testimony, to present evidence and to make submissions.

The landlord’s agent testified that on March 13, 2020, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to both the tenants by registered mail. The landlord provided registered mail tracking numbers in support of service during the hearing (RN370854083CA & RN370854123CA).

Based on the above evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. Additionally, as this hearing was initially scheduled in

response to the tenants' own application, the tenants ought to have been aware of the hearing date and time.

As the tenants failed to participate in this hearing, the tenants' application is dismissed in its entirety without leave to reapply. The hearing into the landlord's application proceeded in the absence of the tenants.

At the outset of the hearing, the landlord advised the tenants vacated the unit on April 4, 2020. The landlord withdrew the request for an order of possession.

Issues

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

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

Background and Evidence

The tenancy began on June 1, 2020 with a monthly rent of \$900.00 payable on the 1st day of each month.

The landlord's monetary claim is for outstanding rent and loss of rent in the amount of \$2800.00. The landlord testified that this includes unpaid rent as per below:

Item	Amount
February 2020	900.00
March 2020	900.00
April 2020	900.00
Total Monetary Order Sought	\$2700.00

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 find that the tenant was obligated to pay monthly rent in the amount of \$900.00 but failed to pay rent for the above months as per the landlord's undisputed testimony. I accept the landlord's claim for outstanding rent of \$2700.00.

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 \$2800.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$2800.00. Should the tenants 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: April 06, 2020

Residential Tenancy Branch