



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, OLC, FF

### Introduction

This was a cross-application hearing for Dispute Resolution under the residential Tenancy Act (“the Act”). The matter was set for a conference call hearing.

The Landlord applied requesting a monetary order for unpaid rent, and to recover the cost of the application fee.

The Tenants applied requesting that the Landlord comply with the Act, Regulation, or tenancy agreement and to recover the cost of the filing fee.

The matters were set as a teleconference hearing. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time. Therefore, as the Tenant / Applicant did not attend the hearing by 11:10M am, I dismiss the Tenant’s application without leave to reapply.

The Landlord testified that he served the Tenant by posting the Notice of Dispute Resolution Proceeding on the Tenant’s door. The Landlord testified that on May 5, 2020 he also emailed a copy of the Notice of Dispute Resolution Proceeding to the Tenant using an email address that the Landlord and Tenant have used to communicate with.

Pursuant to section 71 (2)(b) of the Act I find that the Tenant was sufficiently served with notice of the hearing on May 8, 2020, the third day after it was emailed.

The hearing proceeded on the Landlord’s application.

The Landlord 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.

#### Issue to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?

#### Background and Evidence

The Landlord testified that the tenancy began in September 2019 on a month to month basis. Rent in the amount of \$2,350.00 was due to be paid to the Landlord by the first day of each month. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement for the month of April 2020.

The Landlord sold the residential property and the possession date for the sale to the new owner was April 22, 2020.

The Landlord testified that the Tenant did not pay April 2020 rent when it was due and stated that she does not have to pay the rent because the house was sold.

The Landlord is seeking a monetary order in the amount of \$2,450.00 which includes the \$100.00 filing fee for this hearing.

#### Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

I find that the tenancy agreement requires the Tenant to pay the Landlord rent of \$2,350.00 each month. Based on the Landlords affirmed testimony, I find that the Tenant failed to pay the April 2020 rent owing under the tenancy agreement.

I grant the Landlord a monetary order in the amount of \$2,350.00 for unpaid April 2020 rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful, I order the Tenant to pay the Landlord for the cost of the application.

### Conclusion

The Tenant failed to pay the rent owing under the tenancy agreement for April 2020. I grant the Landlord a monetary order in the amount of \$2,450.00. This monetary order must be served on the Tenant and may be enforced in Provincial 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: June 04, 2020

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Residential Tenancy Branch