



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Geri Partnership and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for

- a monetary order for compensation for unpaid rent, pursuant to section 67 of the *Act*; and
- an authorization to recover the filing fee for this application, pursuant to section 72 of the *Act*.

I left the teleconference connection open until 11:32 A.M. to enable the tenant to call into this teleconference hearing scheduled for 11:00 A.M. The tenant did not attend the hearing. The landlord, represented by JC and DB, and assisted by counsel SE (the landlord), attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Witness EB also attended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord's representatives, counsel, witness and I were the only ones who had called into this teleconference.

I accept representative DB and witness EB's testimony that the tenant was served with the application and evidence (the materials) in person on August 28, 2020, in accordance with section 89(1)(a) of the *Act*.

Rule of Procedure 7.3 allows a hearing to continue in the absence of the respondent.

### Issues to be Decided

Is the landlord entitled to:

1. a monetary order for compensation for unpaid rent?
2. an authorization to recover the filing fee for this application?

### Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending party, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below. I explained rule 7.4 to the attending party; it is her obligation to present the evidence to substantiate the application.

The landlord affirmed the tenant moved in to the rental unit approximately 20 years ago, the tenancy was part of the employment contract between the parties and the employment ended on November 30, 2019. The parties agreed the tenant would pay monthly rent in the amount of \$1,000.00 on the first day of the month starting on April 01, 2020. The tenant did not pay rent and moved out on August 31, 2020.

An order of possession was granted to the landlord (the application file is mentioned on the cover page of this decision). A copy of the application decision was submitted into evidence. It states:

Background and Evidence

[...]

**The parties agree on the following facts.** This tenancy began in September, 2000. The parties entered into a Mutual Agreement on January 28, 2020 to end the tenancy on March 31, 2020. **The Mutual Agreement provides that the tenant had the option of extending the tenancy for one additional month to April 30, 2020 provided they pay rent in the amount of \$1,000.00 for that final month.**

Despite having signed and entered the Mutual Agreement the tenant failed to vacate the premises by March 31, 2020 and did not pay rent for April 30, 2020 or any month thereafter. The tenant continues to occupy the rental unit and has paid no rent since March, 2020.

(emphasis added)

The landlord submitted into evidence a letter dated May 08, 2020. It states:

You have failed to leave and we will be seeking reimbursement for any costs and damages through filling with the Residential Tenancy Branch, in addition to the lost rent of \$1,000.00 for the month of April, and a continuation of said rent in the amount of \$1,000 for May pro-rated to the date that you vacate the Residence

The landlord also submitted into evidence a monetary order worksheet indicating total arrears of \$5,000.00 for the rent for the months of April, May, June, July and August 2020.

### Analysis

Section 26(1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act. The Act defines tenancy agreement as: “an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit.”

Based on the undisputed testimony, the letter dated May 08, 2020 and the previous application background and evidence section of the decision, I find that the parties amended the tenancy agreement and the tenant is obligated to pay monthly rent in the amount of \$1,000.00 on the first day of each month starting April 01, 2020 and did not pay rent for April, May, June, July and August 2020.

Thus, I find the tenant owes rent to the landlord in the amount of \$5,000.00 for the months of April, May, June, July and August 2020.

As the landlord was successful in this application, I find the landlord is entitled to recover the \$100.00 filing fee.

In summary, the landlord is entitled to a monetary award in the amount of \$5,100.00.

### Conclusion

Pursuant to sections 67 and 72 of Act, I grant the landlord a monetary order in the amount of \$5,100.00.

The landlord is provided with this order in the above terms and the tenant must be served with this order as soon as possible. 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: October 16, 2020

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Residential Tenancy Branch