



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Middlegate Developments Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPR, CNR, MNR, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to sections 55, 67, 46, and 72 of the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The tenant applied to cancel the notice to end tenancy for non-payment of rent and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenants represented themselves. The corporate landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she did not file any of her own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing, the landlord stated that the tenant had not moved out and that rent was still owing for September 2020 and now October 2020 as well. The tenants joined the hearing late and informed me that they had moved out on September 27, 2020. The tenants also stated that they wished to withdraw their application. Therefore, the tenants' application is dismissed, and this hearing only dealt with the landlord's application for a monetary order for unpaid rent and the filing fee.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

### **Background and Evidence**

The background facts are generally undisputed. The tenancy started on April 01, 2020 and the monthly rent was \$1,357.00 due in advance on the last day of the month. The landlord stated that the tenant failed to pay rent for July and August 2020 and the parties entered into a repayment agreement for the landlord to recover unpaid rent for the months during the Pandemic.

The landlord testified that the tenant also failed to pay rent that was due on August 31, 2020 for the month of September 2020. On September 02, 2020, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. The tenant disputed the notice in a timely manner and continued to occupy the rental unit without paying rent. The tenant stated that she moved out on September 27, 2020.

The tenant testified that she paid rent for September 2020 on August 31, 2020 in cash and did not get a receipt. The tenant did not file any evidence to prove she had paid rent. The evidence filed by the tenant consists of the first page of the notice to end tenancy and the tenancy agreement.

The landlord stated that the tenant moved out without informing the landlord and therefore she is requesting rent for the month of October 2020 as well. The landlord requested a monetary order in the amount of \$2,710.00 for unpaid rent plus \$100.00 for the filing fee.

It must be noted that during the hearing, the tenant declined to provide the landlord with a forwarding address but agreed to communicate with the landlord by email.

### **Analysis**

I accept the landlord's testimony that the tenant did not pay rent for September 2020 which prompted the landlord to serve the tenant with a 10-day notice to end tenancy. I also accept the landlord's testimony that the tenant moved out on September 27, 2020 without informing the landlord.

Based on the above, I find that the landlord is entitled to a monetary order in the amount of \$2,714.00 for unpaid rent. Since the landlord has proven her claim, I award the landlord the recovery of the filing fee of \$100.00.

Overall, the landlord has established a claim of \$2,814.00 for unpaid rent and the filing fee. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$2,814.00**.

The tenant's application is dismissed in its entirety.

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 22, 2020

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Residential Tenancy Branch