



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FFL

### Introduction

On July 13, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent and to recover the cost of the filing fee. On September 9, 2020 the Landlord amended the application to increase the amount of the claim for unpaid rent.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Landlord’s agent (“the Landlord”) attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for 14 minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that the Tenant was served the Notice of Dispute Resolution proceeding using registered mail sent to the Tenant on July 16, 2020. The Landlord provided a copy of the registered mail receipt and tracking number as proof of service. I find that the Tenant was served with notice of the hearing in accordance with sections 89 and 90 of the Act.

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 on July 1, 2017. Rent in the amount of \$2,700.00 was to be paid to the Landlord by the first day of each month. The Tenant

paid the Landlord a security deposit of \$1,350.00. The Landlord provided a copy of the tenancy agreement signed on May 26, 2017 by the Tenant.

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement for the months of April; May; June; July; August; and September 2020.

The Landlord testified that he received rent supplement payments from the government in the amount of \$2,500.00.

The Landlord is seeking a monetary order for unpaid rent in the amount of \$13,700.00.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I find that the tenancy agreement requires the Tenant to pay the Landlord the amount of \$2,700.00 each month for rent.

I find that the Tenant failed to pay the Landlord the rent owing under the tenancy agreement for the months of April; May; June; July; August; and September 2020.

I find that the Tenant owes the Landlord the amount of \$16,200.00 for the six-month period. After deducting the rent supplement payments of \$2500.00 received by the Landlord, I find that the Tenant owes the Landlord the balance of \$13,700.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$13,800.00. I grant the Landlord a monetary order in the amount of \$13,800.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant failed to pay the rent owing under the tenancy agreement for a six-month period of time. The Landlord has established a monetary claim in the amount of \$13,800.00.

I grant the Landlord a monetary order in the amount of \$13,800.00.

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: November 03, 2020

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Residential Tenancy Branch