



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

The landlord filed an Application for Dispute Resolution on August 14, 2020 seeking an order to recovery monetary loss for unpaid rent. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on December 4, 2020 pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing the landlord confirmed they delivered notice of this hearing and their prepared evidence to the tenant on August 19, 2020, and it was received on this date. The landlord provided a copy of a Canada Post tracking number and receipt to show proof of this. This mailing address was that provided by the tenant at the end of the tenancy.

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the landlord served the tenant with notice of this hearing, as well as the landlord’s prepared evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

Background and Evidence

The landlord provided that the tenancy agreement was a verbal agreement between the parties that began in June 2014. The tenant was paying \$800 per month in rent, with extra charges of \$35 when payments were late. In effect, this meant the tenant was paying \$835 per month.

The landlord spoke to the situation surrounding the end of tenancy. The tenant advised the landlord on August 10 that they wished to end the tenancy. By August 12, the parties agreed that the tenancy was over and the tenant moved out.

The landlord provided a document entitled 'Rental Agreement'. This shows rent amounts owing from March 2020 through to August 2020. The tenant's signature appears on the page as "agreed & accepted" on August 10, 2020. The landlord provided that the parties met with the end of tenancy pending and completed this agreement. In the hearing the landlord stated: "the tenant is not disputing it" and they acknowledged there was rent owing when they moved out on August 12, 2020.

On their Application the landlord claimed for amounts owing. This is full amounts of monthly rent for each of March, April, May, June, July and August. There are additional amounts owing for electricity, last payment fees at \$35, and "interest on Arrears at 2.5%/month." The amounts come to the total of \$4,168.68.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

Analysis

From the testimony and the document copy provided by the landlord, I am satisfied that a tenancy agreement was in place. This agreement provides for the set amount of monthly rent at \$800. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenant failed to pay the full amount of rent owing for March through to August 2020. The evidence is clear that the tenant signed a set amount agreement prior to their moving out.

For these reasons, I find the landlord is entitled to an award for the amount of two months rent: \$4,168.68.

As the landlord is successful, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

Pursuant to sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$4,268.68. 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 *Act*.

Dated: December 4, 2020

Residential Tenancy Branch