



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPUM-DR, OPU-DR-PP, FFL

### Introduction

This hearing was initiated by way of a Direct Request Proceeding but was reconvened as a participatory hearing.

The Agent for the Landlord stated that on March 13, 2021 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch were personally served to the Tenant. In the absence of evidence to the contrary, I find that these documents were served to the Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, and the evidence was accepted as evidence for these proceedings.

The Agent for the Landlord stated that on April 03, 2021 notice of this participatory hearing was personally served to the Tenant. In the absence of evidence to the contrary, I find that Tenant was properly served with notice of these proceedings, pursuant to section 89 of the *Act*, and the hearing proceeded in the absence of the Tenant.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Agent for the Landlord affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. He affirmed he would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on September 01, 2019;
- the Tenant was required to pay rent of \$850.00 by the first day of each month;
- on January 12, 2021 he posted a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities on the door of the rental unit;
- when the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities was posted on the door on January 12, 2021, the Tenant owed \$1,700.00 in rent;
- sometime in January of 2021 the Tenant paid \$500.00 towards the overdue rent, leaving a balance of \$1,200.00;
- the Tenant did not pay any rent for February or March of 2021;
- the rental unit was vacated sometime in early April of 2021; and
- the Landlord would like to amend the Application for Dispute Resolution to claim unpaid rent from February and March of 2021.

Analysis

On the basis of the undisputed evidence, I find that the Tenant was required to pay \$850.00 in rent by the first day of each month and that he currently owes \$2,900.00 in rent for the period between December 01, 2021 and March 31, 2021. Section 26 of the *Act* requires tenants to pay rent when it is due. I therefore find that the Tenant owes the Landlord \$2,900.00 in unpaid rent.

I find that it was reasonable for the Tenant to conclude that the Landlord is seeking to recover all of the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include unpaid rent from February and March of 2021 and I grant the application for \$2,900.00 in unpaid rent.

I find the Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord is granted a monetary Order for \$3,000.00, which includes \$2,900.00 in unpaid rent and \$100.00 for the fee paid to file this Application for Dispute Resolution. This Order may be served on the Tenant, filed with the Small Claims Court of British Columbia 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: May 10, 2021

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Residential Tenancy Branch