



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FFL

Introduction

On January 15, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking money owed or compensation for damage or loss and a monetary order for unpaid rent.

The matter was set for a conference call hearing. The Landlord and Tenant attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to money owed or compensation for damage or loss?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on January 1, 2020, as a one-year fixed term tenancy. Rent in the amount of \$1,900.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$950.00. The Landlord provided a copy of the tenancy agreement.

The tenancy ended in early February 2021 when the Tenant and his possessions were removed from the rental unit by a bailiff.

The Landlord provided testimony that the Tenant was in arrears for rent and owed the Landlord \$7,800.00 for the months of April 2020 to August 2020.

The Landlord indicated that she served the Tenant with a rent repayment plan for the Tenant to begin making extra rent payments of \$866.67 each month beginning in November 2020. The Landlord stated that she received a November payment of \$866.67.

In addition, the Landlord testified that the Tenant owes an additional \$3,800.00 in rent because he did not pay any amount of the rent owing under the tenancy agreement for December 2020 and January 2021.

The Landlord seeks a monetary order against the Tenant in the amount of \$10,733.33.

In reply, the Tenant testified that the Landlord's claim for unpaid rent sounds correct.

The Landlord asked whether her claim could be amended to include bailiff costs; however, the Tenant did not agree to having this matter heard and therefore the Landlord's request was denied.

The Landlord testified that she does not have the Tenant's forwarding address.

Analysis

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

I find that the Tenant was required under the tenancy agreement to pay the Landlord rent of \$1,900.00 each month. I find that the Tenant failed to pay all the rent owing under the tenancy agreement for the period between April 2020 to January 2021 and for December 2020 and January 2021.

The Tenant agreed that the Landlord's monetary claim for \$10,733.33 in unpaid rent is correct.

I grant the Landlord a monetary order for \$10,733.33. 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.

The parties were informed that section 39 of the Act provides that a landlord may keep a security deposit if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy.

Conclusion

The Tenant failed to pay all the rent owing under the tenancy agreement. The Landlord has established a monetary claim in the amount of \$10,733.33.

I grant the Landlord a monetary order in the amount of \$10,733.33.

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: May 18, 2021

Residential Tenancy Branch