



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OKANAGAN METIS & ABORIGINAL HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR-DR, OPRM-DR, FFL, MNDCT, CNR, RP

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, and to recover the fee for filing this Application for Dispute Resolution. The Agent for the Landlord stated that the rental unit was vacated on March 31, 2021 and, as such, she withdrew the application for an Order of Possession.

The Agent for the Landlord stated that on March 22, 2021 the Dispute Resolution Package and all evidence submitted to the Residential Tenancy Branch by the Landlord was sent to the Tenant at the rental unit, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however, the Tenant did not appear at the hearing.

As the aforementioned documents were properly served to the Tenant, the hearing proceeded in the absence of the Tenant and the evidence was accepted as evidence for these proceedings.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for an Order requiring the Landlord to make repairs, and for a monetary Order for money owed or compensation for damage or loss.

The Agent for the Landlord stated that the Tenant did not serve the Landlord with an Application for Dispute Resolution. In the absence of any evidence that suggests the Tenant served the Landlord with her Application for Dispute Resolution, I find that the Tenant has failed to diligently pursue her Application for Dispute Resolution. I therefore dismiss the Tenant's Application for Dispute Resolution, without leave to reapply.

The Agent for the Landlord stated that the Tenant did not serve the Landlord with any evidence for these proceedings. As there is no evidence that the Tenant served the Landlord with the evidence the Tenant submitted to the Residential Tenancy Branch, that evidence is not being considered at these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. She affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings. She was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings and she affirmed she 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 December 01, 2019;
- the Tenant was required to pay monthly rent of \$1,000.00 by the first day of each month;
- the Tenant has not paid the rent that was due on March 01, 2021; and
- a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, which had an effective date of March 16, 2021, was posted on the door of the rental unit on March 05, 2021.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,000.00 by the first day of each month and that the Tenant has not paid rent March of 2021. As the Tenant is required to pay rent when it is due, pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,000.00 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,100.00, which includes \$1,000.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for \$1,100.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: June 21, 2021

Residential Tenancy Branch