



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FFL

Introduction

On March 29, 2021, the Landlord filed an Application for Dispute Resolution by Direct Request. The Landlord was seeking an order of possession for the rental unit due to unpaid rent or utilities and for a monetary order to recover unpaid rent or utilities.

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act*. The ex-parte review was completed, and a Decision was issued on April 23, 2021. The Arbitrator found a discrepancy in the tenancy agreement and ordered the matter be heard by participatory hearing. The Landlord was ordered to serve the Notice of Reconvened Hearing, the interim decision, and all other required documents, upon the Tenant within three (3) days of receiving the decision in accordance with section 89 of the Act.

This matter was set for hearing by telephone conference call at 11:00 am on this date. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for 10 minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that he served the Tenant with the Notice of Dispute Resolution Proceeding in person at the rental unit on April 26, 2021. The Landlord provided a proof of service document with a witness affirming that the Tenant was served on April 26, 2021.

I find that the Tenant was served with notice of the hearing in accordance with sections 89 and 90 of the Act. The hearing proceeded.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

The Landlord testified that the Tenant moved out of the rental unit on June 1, 2021. The Landlord does not require an order of possession for the rental unit.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on May 1, 2020, as a fixed term tenancy to continue until June 30, 2021. He testified that rent in the amount of \$800.00 is to be paid to the Landlord by the first day of each month. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting the Notice on the Tenant's door on March 10, 2021. The Landlord provided a copy of the 10 Day Notice.

The 10 Day Notice indicates that the Tenant has failed to pay rent in the amount of \$3,100.00 which was due on March 1, 2021.

The Landlord testified that the tenant owes the following amounts of rent:

<u>Month</u>	<u>Amount Paid</u>	<u>Amount owing</u>
June 2020	\$600	\$200
July 2020	\$400	\$400
August 2020	\$300	\$500
October 2020	\$300	\$500
November 2020	\$200	\$600
January 2021	\$400	\$400
February 2021	\$300	\$500
	Total owing	\$3,100.00

In addition, the Landlord testified that the Tenant failed to pay any rent for the months of March, April, and May 2021 while the Landlord waited for the dispute resolution hearing. The Landlord suffered an additional loss of \$2,400.00 rent.

The Landlord is seeking a monetary order for unpaid rent in the amount of \$5,500.00.

Analysis

Based on the evidence before me, the testimony of the Landlord and on a balance of probabilities, I find that the Tenant failed to pay the rent owing under the tenancy agreement, and I grant the Landlord a monetary order for unpaid rent in the amount of \$3,100.00.

I find it reasonable to permit the Landlord to include the three extra months of unpaid rent for March, April, and May 2021, since the Tenant is aware that the rent is owing each month and the Tenant was living in the rental unit for these months.

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 grant the Landlord a monetary order in the amount of \$5,600.00 for unpaid rent for the above-mentioned months. 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 due under the tenancy agreement. The Landlord is granted a monetary order for unpaid rent and the cost of the filing fee in the amount of \$5,600.00.

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: August 19, 2021

Residential Tenancy Branch