



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNRL

Introduction

A hearing was convened on May 11, 2021 in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent.

On April 29, 2021 a Residential Tenancy Branch Adjudicator granted the Landlord authority to serve the Tenant with hearing documents to the email address that is recorded on the first page of the decision dated April 29, 2021. At the hearing on May 11, 2021, Legal Counsel for the Landlord stated that on April 29, 2021 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch on October 21, 2021 was sent to the recorded email address. The Landlord submitted documentary evidence to corroborate this statement.

On the basis of the aforementioned information, the hearing on May 11, 2021 proceeded in the absence of the Tenant and the evidence was accepted as evidence for these proceedings. The hearing of May 11, 2021 was adjourned for reasons outlined in my interim decision of May 11, 2021.

The hearing was reconvened on September 13, 2021 and was concluded on that date. In my interim decision of May 11, 2021, the parties were directed to attend the reconvened hearing and, as such, were required to do so pursuant to Rule 7.10 of the Residential Tenancy Branch Rules of Procedure.

Residential Tenancy Branch records show that my interim decision of May 11, 2021 and notice of the reconvened hearing were sent to both parties by the Residential Tenancy Branch on May 18, 2021. As the Tenant was properly served with notice of the hearing

on May 11, 2021 and of the hearing on September 13, 2021, I find it reasonable to proceed with this hearing in the absence of the Tenant.

Preliminary Matter

At the hearing on September 13, 2021, Legal Counsel for the Landlord requested another adjournment. He stated that since the first hearing the parties had entered into a repayment plan for unpaid rent; that the Tenant missed some of the dates on the repayment plan; that the repayment plan is now up to date; and that there are still a few payments to be made in the future. He is requesting an adjournment in the event the Tenant does not make the remaining payments on the repayment plan.

The Landlord's application for an adjournment was denied. In my view, an adjournment is an inefficient use of hearing time. Rather than delaying these proceedings to determine if the Tenant pays any outstanding rent, I find it more efficient to grant a monetary Order for any rent that may still be due. The Landlord may then enforce the monetary Order if the Tenant does not make the payments in accordance with their repayment plan.

I find that the Tenant has been properly notified of these proceedings and, as such, has been given a fair opportunity to be heard. In the event the Landlord provides false evidence regarding the amount of rent due, the Tenant has the right to file an Application for Review Consideration pursuant to section 79 of the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent?

Background and Evidence

Legal Counsel for the Landlord stated that:

- the tenancy began on February 15, 2020;
- the tenancy ended on September 14, 2020;
- the Tenant agreed to pay monthly rent of \$3,600.00 by the fifteenth day of each month;
- on August 06, 2020 the parties entered into a repayment plan to repay rent of \$9,850.00, which accrued between April 01, 2020 and July 31, 2020;
- the Tenant still owes \$2,350.00 in unpaid rent for that period, for which they have a repayment plan.

Analysis

Section 26 of the Act requires tenants to pay rent when it is due.

On the basis of the undisputed evidence, I find that the Tenant's rent is currently in arrears by \$2,350.00. Pursuant to section 26 of the *Act*, I find that the Tenant owes this amount to the Landlord.

The Landlord did not apply to recover the filing fee in the Application for Dispute Resolution and, as such, that fee is not being awarded.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,350.00, for unpaid rent and I grant the Landlord a monetary Order for that amount.

In the event the Tenant does not comply with the current repayment plan between the Tenant and the Landlord, this Order 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: September 13, 2021

Residential Tenancy Branch