



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PR Lotus Hotel Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR-S, FF

Introduction

This hearing convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued to the tenant;
- a monetary order for unpaid rent;
- authority to keep the tenant's security deposit to use against a monetary award and
- to recover the cost of the filing fee.

At the hearing, the landlord's agents (landlords) attended the teleconference hearing. The tenant did not attend the hearing. For this reason, service of the Notice of a Dispute Resolution Hearing (Notice of Hearing), application and documentary evidence was considered.

The landlord testified that the tenant was served the Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on January 20, 2022. The landlord provided the Canada Post receipt showing the tracking number as proof of service.

Based on the landlord's testimony and documentary evidence, I find the tenant was sufficiently served under the Act and the hearing proceeded in the tenant's absence.

The parties affirmed they were not recording the hearing.

During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters-

The landlord stated that the landlord sold the residential property after the date the application was made, with the new owners taking control in mid-February 2022. The landlord submitted they no longer seek an order of possession of the rental unit, as a result.

The landlord additionally submitted they are no longer claiming against the tenant's security deposit, as the security deposit transferred to the new owners.

The hearing proceeded on the landlord's request for unpaid rent.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent and to recover the cost of the filing fee?

Background and Evidence

The tenancy began on July 17, 2020, for a monthly rent of \$1,350 due on the first day of the month. Filed in evidence was the written tenancy agreement.

The landlord said that on January 4, 2021, the tenant was served with the Notice, by registered mail. The Notice listed unpaid rent of \$6,091 owed as of December 1, 2021. The effective vacancy date listed on the Notice was January 14, 2022. Filed in evidence was a copy of the Notice and the registered mail receipt.

The landlord stated that the tenant has not vacated the rental unit and did not pay the amount listed on the Notice within 5 days, or at all. In addition, the tenant did not make the monthly rent payment in January or the pro-rated rent for February 2022, according to the landlord. The landlord requested that they be allowed to amend their monetary

claim of \$6,091 to include the unpaid rent of \$1,350 for January 2022, and the pro-rated rent of \$675 for February 2022. The landlord said the total amount of unpaid rent owed by the tenant through the date the new owners took over in February 2022, is \$8,116.

Filed in evidence was a monetary order worksheet showing an outstanding rent deficiency of \$6,091 as of December 2021.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

I find that the landlord submitted sufficient evidence to show that the tenant owed, but did not pay all the rent due under the terms of the written tenancy agreement, from July 2021 through February 2022, as declared in the landlord's evidence and testimony. As the tenant has remained in the rental unit without paying any further rent, I find it reasonable to allow the landlord to increase their monetary claim to \$8,116.

I therefore find the landlord has established a monetary claim of **\$8,116** for total, unpaid rent.

I grant the landlord recovery of their filing fee of **\$100**, due to their successful application.

I find the landlord has established a monetary claim of **\$8,216**, for the unpaid monthly rent and the filing fee, as noted above.

I grant the landlord a **monetary order** pursuant to section 67 of the Act for the amount of **\$8,216**.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is **cautioned** that costs of such enforcement are subject to recovery from the tenant.

Conclusion

The landlord's application for a monetary order for unpaid rent and the filing fee has been granted in the above terms.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 15, 2022

Residential Tenancy Branch