



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on October 11, 2022. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities.

The Landlord provided affirmed testimony at the hearing. The Tenant did not attend the hearing.

The Landlord provided a proof of service document, signed by both the Landlord and the Tenant, showing that the Landlord served the Tenant, in person, with the Notice of Dispute Resolution Proceeding and supporting documentary evidence on February 26, 2022. I find the Tenant is sufficiently served with these documents the same day they were delivered in person.

The Landlord initially applied for unpaid rent for February. However, she stated that the Tenant failed to move out, and accrued more unpaid rent, after the application was made. I turn to the following Rules of Procedure (4.2):

### **Amending an application at the hearing**

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

In consideration of this, I allow the Landlord to amend her application accordingly to include rent for February and March 2022.

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

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?

### Background and Evidence

The Landlord testified that monthly rent is \$2,300.00, and is due on the first of the month. The Landlord stated that the Tenant had financial challenges with paying her rent, starting in January 2022.

More specifically, the Landlord served the Tenant with a 10 Day Notice to End Tenancy for Unpaid rent in January 2022. The Landlord filed an application for direct request for unpaid January Rent because the Tenant did not dispute the Notice. Subsequently, the Landlord received a monetary order for the remaining January 2022 rent, and she also received an order of possession around March 2, 2022.

The Landlord filed this application, which is a separate proceeding from the direct request process, to recover the unpaid rent for February and March 2022, because the Tenant failed to pay any rent, despite not moving out until April 16, 2022.

### Analysis

Based on the unchallenged testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed documentary evidence and

testimony before me to demonstrate that the Tenant owes and has failed to pay \$4,600.00 in rent for February and March 2022. The Landlord stated she was not seeking any rent for April as part of this proceeding.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in this hearing, I order the tenant to repay the \$100. In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
February and March 2022 rent	\$4,600.00
Other:	
Filing fee	\$100.00
<b>TOTAL:</b>	<b>\$4,700.00</b>

### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$4,700.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: October 13, 2022

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Residential Tenancy Branch