



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding IMH POOL XXI LP c/o METCAP LIVING MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPR, MNRL, FFL**

Introduction

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act (“Act”) for orders as follows:

- For an order of possession pursuant to section 55 of the Act
- For a monetary order for unpaid rent pursuant to section 67 of the Act
- For reimbursement of the filing fee pursuant to section 72 of the Act

Landlord’s agent LM appeared. The tenant did not appear. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The hearing was conducted by conference call. The parties were reminded to not record the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The landlord stated that they served the 10 Day Notice to End Tenancy (“10 Day Notice”) dated November 11, 2022 by registered mail on November 4, 2022. The landlord provided a receipt from Canada Post in evidence. Pursuant to sections 88 and 90 of the Act the tenant is deemed to have been served with this notice in accordance with the Act on November 9, 2022.

The landlord stated that they served the dispute notice and evidence on the tenant by registered mail on December 6, 2022. The landlord provided a Canada Post receipt in evidence. Pursuant to sections 88, 89, and 90 of the Act the tenant is deemed to have been served with the landlord’s hearing package on December 11, 2022.

Preliminary Issue

At the outset the landlord advised that the tenant vacated the rental unit on December 1, 2022 and therefore they no longer required an order of possession. This portion of the landlord's application is therefore dismissed.

Issue(s) to be Decided

1. Is the landlord entitled to a monetary order for compensation for unpaid rent?
2. Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The tenancy commenced on August 1, 2022 and was on a month to month basis. Rent was \$1,215.00 per month due on the first of the month. The landlord holds a security deposit of \$600.00 in trust for the tenant.

The landlord testified that the tenant's rent payment for August 2022 was NSF and the tenant did not make any further attempts to pay August rent. Further the landlord testified that the tenant did not pay rent for September, October, and November 2022. The total amount of rent owing is \$6,190.00. The landlord provided copies of the tenant's rent ledger in evidence. The landlord is seeking a monetary order for that amount.

Analysis

RTB Rules of Procedure 6.6 states, "The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

I find based on the undisputed evidence of the landlord that the tenant owes \$6,190.00 in unpaid rent. The landlord's application for a monetary order for unpaid rent is granted pursuant to section 67 of the *Act*.

As the landlord is successful in their application, they are entitled to recover the \$100.00 filing fee for the application. Pursuant to section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary award granted.

Conclusion

The landlord is granted a monetary order as follows:

Claim	Amount
Unpaid rent	\$6,190.00
Filing Fee	\$100.00
Security Deposit	(\$600.00)
Total	\$5,690.00

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: March 28, 2023

Residential Tenancy Branch