Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNR, FF

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for a Monetary Order for unpaid rent and utilities and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant was done in accordance with section 89 of the *Act*, sent via registered mail on May 03, 2012. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to recover unpaid rent and utilities?

Background and Evidence

The landlord testifies that this month to month tenancy started on December 27, 2010. Rent for this unit was $900.00 per month and was due on the last day of each month in advance. Utilities were not included in the rent.

The landlord testifies that he worked away from the area so arranged with the tenant to deposit the rent into the landlord's bank account each month. The landlord testifies that the tenant only made four deposits for the term of the tenancy into the landlords account. $900.00 was deposited for the months of January, April and May, 2011 and $1,820.00 was deposited in March 2012.

The landlord testifies that the tenant owes rent of $8,980.00 for the months of February, March, June, July, August, September, October, November, December, 2011 and January and February, 2012. The landlord testifies that he tried on many occasions to speak with the tenant and the tenant would agree to a repayment plan but would then not follow through with the agreement. The tenant also told the landlord about a loan she was taking out which would repay some or all of the debt. The landlord testifies he spoke to the loan company to verify this and the tenant received the loan but failed to pay the rent arrears.

The landlord states he could no longer allow the tenancy to continue so an eviction notice was given to the tenant in March 2012. The landlord and tenant then signed a mutual agreement to end the tenancy effective on March 30, 2012.

The landlord testifies that he did everything possible to help the tenant, he offered repayment plans, arranged meetings to discuss the rent arrears with the tenant, arranged meetings with the bank and the tenant to confirm the payments made and tried to reach a settlement with the tenant prior to the hearing. The tenant did not cooperate fully with these plans and the rent arrears remain outstanding.
The landlord has provided copies of the bank records showing the payments made into the landlords account for rent.

The landlord seeks to amend his application to include the tenant's unpaid utility account with the City. The landlord testifies the utility account was the tenant's responsibility and when the landlord received a letter from the City detailing the account arrears of $634.48 the landlord contacted the tenant who indicated that she had paid all outstanding utilities. The landlord testifies that the tenant asked the landlord to send her a copy of the letter from the City and gave the landlord her forwarding address to do so.

The landlord testifies that the tenant has failed to settle the account with the City and the landlord seeks to include the sum of $634.48 in his claim as charges will be put on the landlords City taxes if the bill is not paid.

Analysis

The tenant did not appear at the hearing to dispute the landlords' claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have considered the landlords documentary evidence and affirmed testimony before me. Section 26 of the Act states:

 A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am satisfied with the landlord's evidence that the tenant has failed to pay rent to the sum of $8,980.00 for 11 months of the tenancy. I am also satisfied that the landlord took the necessary steps to try to collect the rent arrears, by encouraging the tenant to agree to a repayment plan and when that failed by attempting to agree a settlement. The tenant failed to agree to the landlord's plans and consequently I find the landlord is entitled to recover the rent arrears of $8,980.00.

I further find the tenant has failed to pay utilities and as the tenant would be aware that utilities were due to the City on her account I have agreed to amend the landlords claim to recover utilities to the sum of **$634.48**.

As the landlord has been successful with his claim I find the landlord is entitled to recover the **$100.00** filing fee from the tenant pursuant to section 72(1) of the *Act.* A Monetary Order has been issued to the landlord pursuant s. 67 and 72(1) of the *Act* for the following amount:

Unpaid rent	$8,980.00
Unpaid utilities	$634.48
Filing fee	$100.00
Total amount due to the landlord	$9,714.48

Conclusion

I HEREBY FIND in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **$9,714.48**. The order must be served on the tenant and is enforceable through the Provincial Court 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: June 27, 2012.

Residential Tenancy Branch