



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession and Monetary Order for unpaid rent. The tenant did not appear at the hearing. The landlords affirmed that the hearing documents were personally given to the tenant on January 14, 2016 at the rental unit address. I was satisfied the tenant was sufficiently served with notification of this proceeding and I continued to hear from the landlords without the tenant present.

At the outset of the hearing the landlords testified that the tenant vacated the rental unit on January 23, 2016 and they have since regained possession of the rental unit. The landlords confirmed that an Order of Possession is no longer required and that the only outstanding issue identified on this application is the matter of unpaid rent. Accordingly, I do not provide an Order of Possession with this decision and I proceed to consider the landlord's request for a Monetary Order for unpaid rent.

Issue(s) to be Decided

Are the landlords entitled to a Monetary Order for unpaid rent?

Background and Evidence

The tenancy commenced April 15, 2015 on a month to month basis. The tenant paid a security deposit of \$700.00 and was required to pay rent of \$1,400.00 on the first day of every month.

The tenant paid only \$550.00 toward rent for December 2015 and did not pay any rent for January 2016.

On January 4, 2016 the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the door of the rental unit with a stated effective date of January 14, 2016. The 10 Day Notice indicates the tenant failed to pay \$850.00 in rent for December 2015 and \$1,400.00 for January 2016 for a total of \$2,250.00. After posting the 10 Day Notice the tenant did not present any payment to the landlord.

The landlords provided copies of the tenancy agreement; the 10 Day Notice; and Proof of Service of the 10 Day Notice as documentary evidence for this proceeding.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with their tenancy agreement. Where a tenant does not pay rent as required the landlord is at liberty to serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

Based upon the evidence before me, I accept that the tenant was required to pay rent of \$1,400.00 each month until such time the tenancy ended in a manner that complies with the Act. I also accept the undisputed evidence that the tenant only paid \$550.00 toward rent for December 2015 and failed to pay any rent for the month of January 2016. Therefore, I find the landlords entitled to recover \$2,250.00 from the tenant for unpaid rent as claimed.

I further award the landlords recovery of the \$100.00 filing fee paid for this application.

In light of the above, the landlords are provided a Monetary Order in the total sum of \$2,350.00 to serve upon the tenant and enforce as necessary. The Monetary Order may be enforced in Provincial Court (Small Claims) as an order of the court.

As the landlords did not seek authorization to retain the security deposit it remains in trust, to be administered in accordance with the Act.

Conclusion

The landlords have been provided a Monetary Order in the sum of \$2,350.00 for unpaid rent and recovery of the filing fee.

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: February 10, 2016

Residential Tenancy Branch

