



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROADSTREET PROPERTIES
LTD. and [tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u>	Landlord:	OPR-DR, MNR-DR, FFL
	Tenant:	CNR

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the Act).

The Landlord's Application for Dispute Resolution was made on September 8, 2022. The Landlord applied for the following relief, pursuant to the Act:

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Tenant's Application for Dispute Resolution was made on August 30, 2022. The Tenant applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, pursuant to the Act.

The Tenant's application names RT as a party. However, RT is not named in the tenancy agreement submitted into evidence and SD testified to her belief that RT is the Tenant's minor daughter. Therefore, pursuant to section 64 of the Act, I amend the Tenant's application to remove RT as a party.

The Landlord was represented at the hearing by SD and YR, agents, both of whom provided affirmed testimony. The Tenant did not attend the hearing. As the Tenant did not attend the hearing, I order that the Tenant's application is dismissed without leave to reapply.

On behalf of the Landlord, YR testified the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on September 22, 2022. Pursuant to sections 89 and 90 of the Act, documents served by registered mail are deemed to be received five days later. I find these documents are deemed to have been received by the Tenant on September 27, 2022.

SD also confirmed the Tenant vacated the rental unit on October 1, 2022, and that an order of possession is not required. Therefore, I dismiss this aspect of the Landlord's application without leave to reapply. It has not been considered further in this decision.

SD and YR were given an 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, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

On behalf of the Landlord, SD testified the tenancy began on March 1, 2021. Effective March 1, 2022, rent increased from \$1,748.00 per month to \$1,774.00 per month. Rent is due on the first day of each month. SD confirmed the Tenant paid a security deposit of \$874.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

SD also testified the Tenant did not pay rent when due on August 1, September 1, and October 1, 2022. Unpaid rent for these months is \$5,322.00 (\$1,774.00 x 3). SD also referred to damages, parking fees, and NSF charges which are not part of this application. The Landlord sought to recover the filing fee paid to make the Landlord's application.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

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

Section 26(1) 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.

In this case, I find the Tenant did not pay rent when due on August 1, September 1, and October 1, 2022, under the terms of the tenancy agreement. Rent became due on October 1, 2022, as the Tenant still occupied the rental unit on that date. Therefore, I accept the Landlord's evidence that rent of \$5,322.00 remains unpaid. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application. Therefore, I grant the Landlord a monetary order for \$5,422.00, which is comprised of \$5,322.00 for unpaid rent and \$100.00 in recovery of the filing fee.

Conclusion

The Tenant's application is dismissed without leave to reapply.

The Landlord is granted a monetary order in the amount of \$5,422.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: November 7, 2022

Residential Tenancy Branch