



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order for unpaid rent and to recover the filing fee for the Application.

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

The Landlord testified she had served both Tenants with the Notice of Hearing and Application by registered mail. The Landlord provided tracking information from the postal service indicating that one of the Tenants had signed for the mail, however, this Tenant then refused the item and gave it back to the postal service. The registered mail to the other Tenant went unclaimed. I note that refusing or neglecting to claim registered mail is not a ground for Review under the Act. The Landlord also testified that the evidence package she served on both Tenants was not returned. Based on the above, I find that both Tenants have been served in accordance with the Act.

Issues(s) to be Decided

Is the Landlord entitled to the monetary claim being made?

Background and Evidence

The parties signed a written tenancy agreement in February of 2009, with an agreed rate of \$1,150.00 per month in rent.

In July of 2009 the Tenants did not pay the Landlord \$250.00 of the rent. The Tenants did not pay the Landlord rent for August of 2009. The Landlord and the Tenants corresponded by email. The Tenants have acknowledged they owe the Landlord rent in one of the emails.

The Tenants vacated the rental unit without Notice to the Landlord.

Analysis

Based on the uncontradicted testimony and evidence, and on a balance of probabilities, I find that the Tenants have failed to pay the Landlord rent when due. I find the Tenants have breached the Act and tenancy agreement by failing to pay rent and this has caused a loss to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Therefore, I find the Landlord is entitled to a monetary order in the amount of **\$1,450.00** against the Tenants, comprised of \$1,400.00 in rent and the \$50.00 filing fee for the Application. I grant the Landlord a monetary order against the Tenants in those terms. This order may be enforced in the Provincial Court of British Columbia.

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 22, 2010.

Dispute Resolution Officer