



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNR, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord said the Tenant (N.J.) signed a tenancy agreement at the beginning of the tenancy with two other tenants who subsequently moved out and were removed from the tenancy agreement. The Landlord said the Tenant (D.S.) then signed an agreement to be added to the tenancy agreement. The Landlord admitted that another person named as a Tenant on his application (D.C.) did not sign the tenancy agreement. Given that D.C. was not a party to the tenancy agreement, I find that he is not properly named as a party in these proceedings and the style of cause is amended by removing him.

The Landlord said he served the Tenants with the Application and Notice of Hearing by registered mail on November 26, 2010. Section 90 of the Act says that a document delivered by mail is deemed to be received 5 days later. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

### Issue(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to be compensated for making and serving his application for dispute resolution?

### Background and Evidence

This tenancy started on August 5, 2005. The Landlord sold the rental property in February 2010. Rent was \$1,610.00 per month. The Landlord said the Tenants did not pay rent in full for the month of December 2009 and in particular had arrears of \$390.00 for that month. The Landlord claimed the Tenants' roommate, D.C., agreed to pay him a total of \$480.00 representing the unpaid rent, the filing fee for the proceeding and his registered mail expenses. The Landlord said D.C. made a payment of \$240.00 on March 7, 2011 and gave him a cheque post-dated for March 17, 2011 in the amount of \$240.00 which was later returned for insufficient funds.

### Analysis

In the absence of any evidence from the Tenants to the contrary, I find that the Landlord is entitled to recover rent arrears for December 2009 in the amount of \$150.00. Although the Landlord provided proof that he had served the Tenants with his hearing package in this matter by registered mail, the Landlord provided no receipts in support of his claim to recover that expense. Consequently, I find that there is insufficient evidence to award the Landlord an amount for his service expenses and that part of his claim is dismissed without leave to reapply. I find, however, that the Landlord is entitled pursuant to s. 72 of the Act to recover from the Tenants the \$50.00 filing fee for this proceeding.

The Landlord indicated on his application form that he was also seeking an amount to compensate him for his time to prepare and serve the application for dispute resolution. However, there is no provision under the Act to award a Party such costs and as a result, that part of the Landlord's application is dismissed without leave to reapply.

### Conclusion

A Monetary Order in the amount of **\$200.00** has been issued to the Landlord and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced 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: March 30, 2011.

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Residential Tenancy Branch