



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:44 p.m. in order to enable the tenant to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord provided written evidence, confirmed by the tenant, that he handed the tenant a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on March 14, 2011. The landlord testified that he sent the tenant a copy of his dispute resolution hearing package by registered mail on March 26, 2011. He provided the Canada Post Tracking Number to confirm this mailing. I am satisfied that the landlord served these documents to the tenant in accordance with the *Act*.

At the hearing, the landlord testified that the tenant vacated the rental unit by March 28, 2011. On that basis, he withdrew his application for an Order of Possession.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for losses arising out of this tenancy? Is the landlord entitled to recover his filing fee for this application from the tenant?

Background and Evidence

This month-to-month tenancy commenced on June 1, 2010. Monthly rent was set at \$450.00 plus hydro, payable in advance on the first of each month. No security deposit was paid for this tenancy.

The landlord testified that the tenant did not pay his monthly rent for February or March 2011. In his Notice, the landlord identified unpaid rent of \$900.00 and unpaid hydro of \$262.69 for February 2011. The landlord said that the tenant did not make any payments towards his unpaid rent and utilities. The landlord's application for dispute

resolution sought a monetary award of \$1,477.00, which included the above amounts plus \$315.00 for unpaid hydro for March 2011.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must provide evidence that can verify the actual monetary amount of the loss or damage.

On the basis of the landlord's undisputed evidence, I accept that the landlord is entitled to a monetary award for unpaid rent of \$900.00 and the \$262.69 identified as unpaid hydro for February 2011 noted on his Notice. Since the landlord has not provided adequate written evidence regarding his claim for unpaid hydro for March 2011, I dismiss the landlord's application for \$315.00 in unpaid hydro for that month. Since the landlord has been successful in his claim, I allow him to recover his \$50.00 filing fee for his application from the tenant.

Conclusion

The landlord's application for an Order of Possession was withdrawn at the hearing. I issue a monetary Order in the landlord's favour in the amount of \$1,212.69, an amount which allows the landlord to recover \$900.00 in unpaid rent, \$262.69 in unpaid hydro for February 2011, and to recover his \$50.00 filing fee for his application. I dismiss the landlord's application for unpaid hydro for March 2011, without leave to reapply.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.