



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPE, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord seeking a Monetary Order for unpaid rent, for an order of possession due to the Tenants' employment for the Landlord ending, and to recover the cost of the filing fee from the Tenants.

The Landlord's Agent appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally and in documentary form.

Although the female Tenant was served with the Hearing Package via personal delivery on May 19, 2011, and the male Tenant was served with the Hearing Package by registered mail on May 20, 2011, neither Tenant appeared. The Landlord provided an Affidavit concerning the registered mail and personal delivery at the address at which the Tenants resided and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the Tenants' absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

As a preliminary issue, the Landlord's Agent stated that the Landlord was no longer seeking an order of possession as the Tenants had vacated the rental unit. As a result, I amend the Landlord's application to exclude the matters related to an order of possession and deal only with the matter of unpaid rent.

As another preliminary matter, I have declined the Landlord's request to include a request for utility bills, as the same was not applied for and the application was not amended and served upon the Tenants.

On a third preliminary matter, although the tenancy agreement was incorrectly referred to as a Manufactured Home Site tenancy, the Landlord's Agent confirmed that this tenancy was actually under the Residential Tenancy Act.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order under sections 67 and 72 of the *Residential Tenancy Act* (the "Act") and to recover the filing fee?

Background and Evidence

This month to month tenancy began on July 15, 2010, and monthly rent was listed as \$1,000.00, payable on the first day of the month. The parties entered into an employment contract whereby the Tenants were to serve as seasonal On-site Maintenance Workers for the campgrounds where the rental unit was located, for a period of four months.

The Landlord's Agent submitted that after the four months, the Tenants' rent was to be \$500.00 per month, beginning on October 15, 2010. The Tenants were sent a reminder letter to this effect, that the employment had ended, and that rent of \$500.00 per month would be payable.

Despite the Landlord's requests to the Tenants, according to the Landlord's Agent, the Tenants did not pay any rent from October 15, 2010, until they moved out at the end of March 2011, and currently owe unpaid rent of \$2,500.00.

The Landlord's relevant evidence included the tenancy agreement, the employment contract and the reminder letter to the Tenants.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find as follows:

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find the Landlord established that the Tenants owed rent of \$500.00 per month, starting on October 15, 2010, and did not pay rent from October 15, 2010, until the end of March, 2011. I therefore **approve** his claim for \$2,500.00.

I find that the Landlord has been successful in his application and that he should recover the filing fee from the Tenants.

I find that that the Landlord has established a monetary claim of \$2,550.00, comprised of unpaid rent of \$2,500.00 and the filing fee of \$50.00.

The Landlord is hereby granted a monetary Order in the amount of **\$2,550.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary Order for \$2,550.00.

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 09, 2011.

Residential Tenancy Branch