



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, a monetary order for unpaid rent, and to recover the filing fee.

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

Having heard from the landlords, I was satisfied that the tenants were served in a manner that complies with section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the tenants' absence.

Issue(s) to be Decided

Have the tenants breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the landlord to an Order of Possession and monetary relief?

Background and Evidence

This tenancy began on February 1, 2010, monthly rent was \$1,200.00 and the tenants paid a security deposit of \$600.00 at the start of the tenancy.

The landlords served a copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") dated June 2, 2011, to the tenants, listing an amount of \$2,400.00 in unpaid rent as of June 1, 2011.

In a separate application for dispute resolution, the tenants filed to cancel the Notice. The landlords submitted that Decision from the Residential Tenancy Branch, signed by a Dispute Resolution Officer (DRO) on June 28, 2011, which dismissed the tenant's application and stated in part, that the Notice of June 2, 2011, was valid and of full force and effect.

During the course of the hearing the landlords stated that the tenants had vacated the rental unit, without notice, at some point during the month of July, 2011. However, the tenants still had belongings in the rental unit and did not return the key. Therefore, the landlords maintain their request for an order of possession.

The landlords testified that the tenants did not pay the amount listed on the Notice nor did they pay rent for July 2011.

Analysis

Based on the above testimony and evidence, and on 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, the landlords in this case, 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.

As the Notice was previously decided by a DRO to be valid and in full force and effect, I find the landlords have established a total monetary claim of **\$3,650.00** comprised of unpaid rent listed on the Notice of \$2,400.00, unpaid rent for July of \$1,200.00 and the \$50.00 fee paid by the landlords for this application.

Conclusion

I grant the landlords an order under section 67 of the *Act* in the amount of **\$3,650.00**.

I am enclosing a monetary order for \$3,650.00 with the landlords' Decision. This order is a **legally binding, final order**, and may be filed in the Provincial Court (Small Claims) should the tenants fail to comply with this monetary order.

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: July 20, 2011.

Residential Tenancy Branch