



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary Order for unpaid rent and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 19, 2011, 2011, the tenant did not appear. The landlord provided a copy of the registered mail receipt, testified that the mail was sent to the forwarding address provided by the tenant and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the tenant's absence.

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

As a preliminary matter, prior to the hearing, the landlord had filed a request for an adjournment of the hearing. However, the landlord appeared and announced he was ready to proceed.

Issue(s) to be Decided

Has the tenant breached the Act or tenancy agreement, entitling the landlord to a monetary order for unpaid rent and to recover the filing fee?

Background and Evidence

This one year, fixed term tenancy began on February 1, 2011, was set to end on January 31, 2012, monthly rent was \$1,300.00 and the tenant paid a security deposit of \$650.00 before or at the beginning of the tenancy.

The landlord testified that this tenancy ended sometime after April 12, 2011, the date he served a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") to the tenant.

Although the landlord did not submit a copy of the Notice, he testified that the Notice was served via registered mail to the tenant on April 12, 2011, to the dispute address, listing an amount of \$2,600.00 for unpaid rent for March and April 2011.

Sometime after that, the tenant vacated the rental unit without notice, still owing rent for March and April 2011.

In support of his application, the landlord's relevant evidence included copies of bank transactions showing the March and April rent cheques being returned due to NSF and the tenancy agreement.

Analysis

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

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.

In a claim for damage or loss under the Act or tenancy agreement, the claiming party has to prove four different elements:

First, proof that the damage or loss exists, **secondly**, that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement, **thirdly**, to establish the actual amount required to compensate for the claimed loss or to repair the damage, and **lastly**, proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed. In this case, the onus is on the Landlord to prove damage or loss.

I am satisfied, based on the unopposed testimony of the landlord and evidence, that the tenant was obligated to pay monthly rent of \$1,300.00 under the tenancy agreement and did not pay rent for March and April 2011. The failure of the tenant to pay rent caused the landlord to issue a Notice to end the tenancy, listing the amount of unpaid rent of \$2,600.00, which the tenant has not paid.

I therefore find the landlord has established a monetary claim in the amount of **\$2,650.00**, comprised of unpaid rent for March and April, 2011, in the amount of \$2,600.00, and the filing fee of \$50.00.

At the landlord's request, I **order** that the landlord retain the security deposit of \$650.00 in partial satisfaction of the claim and I **grant** the landlord an order under section 67 of the Act for the balance due of **\$2,000.00**.

I am enclosing a monetary order for \$2,000.00 with the landlord's Decision. This order is a **legally binding, final order**, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

Conclusion

The landlord is granted a Monetary Order in the amount of **\$2,000.00**.

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: August 26, 2011.

Residential Tenancy Branch