



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing was reconvened to deal with the Direct Request Application for Dispute Resolution by the landlord for a monetary order.

The Direct Request had been reconvened to participatory hearing to clarify the payments and amounts of rent paid by the tenants.

In a Decision dated February 10, 2012, another Dispute Resolution Officer (DRO) granted the landlord an order of possession, but adjourned that portion of the landlords' application dealing with a request for a monetary order, for further clarification.

The landlord submitted evidence that each tenant was personally served with the Notice of Dispute Resolution Hearing on February 22, 2012; however, the tenants did not appear at the hearing. The landlords successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

The landlords' solicitor submitted evidence of and testified to an actual breakdown of each month of the tenancy regarding the amount of rent owed and the amount of rent paid by the tenants, which coincided with the amount claimed in their application.

Analysis

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

In the absence of the tenants who were duly served, the landlords' evidence will be the preferred evidence.

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 find the tenants were obligated to pay rent of \$900.00 each month under the terms of the tenancy agreement, beginning August 1, 2011, and failed to pay these amounts in full. I find the landlord submitted sufficient evidence and testimony to establish a deficiency in unpaid rent by the tenants through January, 2012, in the amount of \$2,900.00.

Conclusion

I find that the landlords have established a monetary claim in the amount of **\$2,900.00**, comprised of unpaid rent through January 2012.

The landlords are hereby granted a monetary Order in the amount of **\$2,900.00**. I am enclosing a monetary order for **\$2,900.00** with the landlords' 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 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: March 07, 2012.

Residential Tenancy Branch