



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent.

Only an Agent for the Landlord appeared at the hearing. They 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.

The Agent testified they served the Tenants with the Notice of Hearing and Application by registered mail sent on June 26, 2012. The Agent testified they sent these to an address the Tenants had given them, which they had on file. Under the Act, mail sent this way is deemed served five days later. I note that refusal or neglect to claim registered mail is not a ground for review under the Act. I find the Tenants have been duly served in accordance with the Act.

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.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

Based on the uncontradicted and affirmed testimony and evidence provided by the Landlord, I find that the Tenants vacated the rental unit on or about December 2, 2010.

At the end of the tenancy the Landlord claimed the Tenants owed \$4,300.00 in unpaid rent. The Tenants acknowledged unpaid rent owing to the Landlord in a letter dated September 30, 2010.

The Agent for the Landlord testified that the security deposit of \$850.00 had been used to reduce the amount of rent owing, however, the Tenants have not made any other payments.

At the time of the hearing, the Agent for the Landlord testified that \$3,450.00 is still due.

Analysis

Based on the above, the uncontradicted testimony and evidence, and on a balance of probabilities, I find the Tenants have breached section 26 of the Act by failing to pay rent when due.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established claims for rent due in the amount of **\$3,450.00**, and I grant the Landlord an order under section 67 for the balance due. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenants have failed to pay rent owed to the Landlord. The Landlord has established a loss of \$3,450.00, and is granted an order in that amount, enforceable in the Provincial Courts.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 04, 2012.

Residential Tenancy Branch