



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only.

The landlord provided documentary evidence confirming the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on November 16, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

Background and Evidence

The landlord provided the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on February 24, 2011 for a 1 year and 16 day fixed term tenancy beginning on March 16, 2011 that converted to a month to month tenancy on April 1, 2012 for the monthly rent of \$3,500.00 due on the 1st of each month with a security deposit of \$1,750.00 paid. The landlord testified the tenancy ended at the end of October 2012;
- A copy of a cheque dated October 19, 2012 in the amount of \$5,900.00 and marked as "item dishonoured"; and
- A copy of a Chargeback Advice Notice indicating that the cheque was being returned to the payee cancelled because the account was closed.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the landlord's undisputed testimony and evidence, I find the landlord has established that the tenants failed to pay full rent for the months of September and October 2012 when the cheque was returned from the tenant's bank indicating the tenants had closed the account.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$6,000.00** comprised of \$5,900.00 rent owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: February 15, 2013

Residential Tenancy Branch