



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she served the Tenant with the notice of Hearing documents on January 3, 2013 by registered mail. The Landlord provided a copy of the registered mail receipt and confirmation of delivery of the documents. The Canada Post confirmation of delivery document indicates that the Tenant signed for the Notice of Hearing documents on January 4, 2013.

The Landlord testified that she served the Tenant with copies of her documentary evidence by registered mail sent on January 14, 2013. The Landlord stated that the documents were returned to her. The Landlord provided a copy of the registered mail receipt and correspondence from Canada Post indicating that the Tenant refused delivery of the documents on January 15, 2013.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and the Landlord's documentary evidence by registered mail. Failure to accept delivery does not affect the service provisions of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent for the month of July, 2012?

Background and Evidence

This tenancy began on August 15, 2009, and ended on August 13, 2012. A copy of the tenancy agreement was provided in evidence. Monthly rent was \$1,500.00. The Landlord testified that the Tenant owes rent for July, 2012. She stated that the parties agreed that the Landlord could keep the security deposit in lieu of rent for August, 2012.

The Landlord stated that the Tenant was behind in rent numerous times over the course of the tenancy and that the Landlord had to borrow from her line of credit when he did not pay rent on time. The Landlord stated that she and the Tenant had an agreement that the Tenant would pay the cost of her interest on the line of credit for the payments that she covered. The Landlord stated that the parties agreed that reimbursement would be in the amount of \$200.00; however, the Landlord seeks to recover only \$90.00 of that cost.

The Landlord also seeks to recover the cost of registered mail; forwarding the Tenant's regular mail to him from the rental unit; and copying and printing of materials for the Hearing in the total amount of \$60.00.

The Landlord stated that the Tenant also caused some minor damage to the rental unit and did not leave it in a satisfactory state of cleanliness at the end of the tenancy. The Landlord stated that she is not claiming for the costs of repairs or cleaning.

Analysis

I accept that Landlord's undisputed testimony in its entirety.

Co-tenants are jointly and severally responsible for debts and damages under a tenancy agreement. In other words, a Landlord can choose to pursue all or any of the co-tenants. It is up to the co-tenants to apportion any monies owed between themselves.

Based on the Landlord's testimony and the documentary evidence provided, I find that the Landlord is entitled to unpaid rent for the month of July, 2012, in the amount of **\$1,500.00**.

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine that amount of compensation, if any, and to order the non-complying party to pay that compensation.

Although the Landlord may have suffered a loss with respect to interest payments on money loaned to the Tenant to cover their rent and the costs of mailing the Tenant's letters and preparing for the Hearing, these are not costs that are not contemplated under the Act. However, consideration for recovery of the filing fee is provided under Section 72 of the Act. The Landlord has been successful in her application and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I find that the Landlord has established a monetary award in the total amount of **\$1,550.00**.

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of \$1,550.00 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and 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: April 17, 2013

Residential Tenancy Branch

