



# 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 an Application for Dispute Resolution by the landlords for a monetary order for unpaid rent.

The landlord attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served in person to each of the tenant prior to the tenants vacating the unit which was on or about March 31, 2013. The tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The tenancy began on September, 1, 2012. Rent in the amount of \$900.00 was payable on the first of each month. A security deposit of \$450.00 was paid by the tenants. The tenancy ended on about the last day of March 2013.

The landlords claim as follows:

|    |                      |                   |
|----|----------------------|-------------------|
| a. | Unpaid rent          | \$3,350.00        |
| b. | Filing fee           | \$ 50.00          |
|    | <b>Total claimed</b> | <b>\$4,000.00</b> |

The landlord testified that tenants have been in rent arrears since the start of the tenancy, as they failed to pay any rent for September 1, 2012. The landlord stated that the tenants failed to pay the full amount of rent for almost every month of their tenancy. The landlord stated the total amount of rent payable was \$6,300.00 and the tenants paid \$2,950, which leaves a balance of unpaid rent in the amount of \$3,350.00.

### Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails. In this case, the landlords have the burden of proof to prove their claim.

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

Section 26 of the Residential Tenancy Act states:

**26** (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

The evidence of the landlord was the tenants did not pay all rent owed for September to December 2012 and January to March 2013. I find the tenants have breached section 26 of the Act when they failed to pay rent when due under the tenancy agreement and this has caused losses to the landlords.

I find that the landlords have established a total monetary claim of **\$3,400.00** comprised of unpaid rent and the \$50.00 fee paid for this application. I grant the landlords a formal order under section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlords are granted a 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: June 21, 2013

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Residential Tenancy Branch