



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and unpaid rent, and for recovery of the filing fee.

The landlord appeared; the tenants did not appear.

The landlord testified that they served each tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on May 17, 2013. The landlord supplied the receipts for the registered mail containing the tracking numbers of the registered mail and the delivery notification.

I find the tenants were served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

### Background and Evidence

The landlord provided evidence that this tenancy began in March 2011, ended in August, 2012, and monthly rent was \$900.

The landlord's monetary claim is in the amount of \$2467.42, comprised unpaid rent which accumulated during the tenancy.

The landlord's relevant evidence included a tenant ledger sheet and an agreement signed by the tenants acknowledging a debt owed to the landlord for rent arrears, in the amount of \$2090. The agreement further stated that the tenants agreed to repay this by making payments of \$350 per month until paid in full.

The landlord stated that the tenants have not made any payments and now owe the amount of \$2467.42, which is the amount of accumulated unpaid rent.

### Analysis

Based on the relevant oral and written 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 claiming party, the landlord in this case, has to prove, with a balance of probabilities, four different elements:

**First**, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the claimant 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.

As the tenants failed to attend the hearing to rebut the landlord's evidence, after being duly served, and after considering the documentary evidence of the landlord, I find the landlord provided sufficient evidence that the tenants failed to pay the full amount of rent owed during the tenancy under tenancy agreement in the amount of \$2467.42.

I find the landlord is entitled to recover the filing fee of \$50.

Due to the above, I find the landlord has proven a total monetary claim of \$2517.42, comprised of unpaid rent of \$2467.42 and the filing fee of \$50.

Conclusion

The landlord has proven a total monetary claim of \$2517.42.

I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$2517.42, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

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* and is being mailed to both the applicant and the respondents.

Dated: September 09, 2013

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Residential Tenancy Branch

