



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNDC FF

Introduction

This hearing was convened as a result of the landlords' application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an order of possession for unpaid rent or utilities, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The landlords appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlords were given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") were considered. Landlord "SG" testified that the Notice of Hearing and Application were served on the tenant by hand on February 12, 2014 in the evening at the rental unit, which was witnessed by her friend, "JU". Based on the undisputed testimony of landlord "SG", and without any evidence to prove to the contrary, I accept that the tenant was sufficiently served in accordance with the *Act*.

Preliminary and Procedural Matters

At the outset of the hearing, the landlords' claim was amended to include a request for unpaid rent or utilities as I find the landlords' details of dispute clearly indicate that the landlords were seeking unpaid rent as part of their application. I do not find that this amendment would prejudice the tenant as I find the landlords' application clearly indicated that the landlord was seeking unpaid rent from the tenant.

In addition to the above, landlord “HG” testified that the tenant vacated the rental unit on March 19, 2014, and as a result, requested to withdraw their claim for an order of possession as the landlords have already received possession of the rental unit back from the tenant. I find that the landlords’ withdrawal of their request for an order of possession does not prejudice the tenant in any way.

Issue to be Decided

- Are the landlords entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

Landlord “HG” (the “landlord”) testified that a fixed term tenancy began on March 1, 2013, and reverted to a month to month tenancy after February 28, 2014. Monthly rent in the amount \$900.00 was due on the first day of each month. The landlord stated that the tenant did not pay a security deposit or pet damage deposit during the tenancy.

The landlord testified that the tenant failed to pay rent in the amount of \$900.00 for the months of December 2013, January 2014, February 2014 and March 2014. The landlords are seeking \$3,600.00 in unpaid rent as a result.

The landlord stated that a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated February 4, 2013 indicating that “\$900 X 3” was owing due February 4, 2014 and with an effective vacancy date of February 9, 2014. The landlord stated that the tenant did not dispute the 10 Day Notice or pay any of the money owing, and failed to pay March 2014 rent before vacating the rental unit on March 19, 2014. The landlord stated that the tenant signed the 10 Day Notice acknowledging receipt of the 10 Day Notice. The landlord testified that the year “2013” on the 10 Day Notice was clearly written in error and should have read “2014”.

Analysis

Based on the undisputed testimony of the landlords, and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Monetary claim of landlords – I accept the undisputed testimony of landlord “HG” that the tenant failed to pay rent in the total amount of \$3,600.00 comprised of \$900.00 for the months of December 2013, January 2014, February 2014 and March 2014. Pursuant to section 26 of the *Act*, a tenant must pay rent when it is due in accordance with the tenancy agreement. Therefore, I find the tenant breached section 26 of the *Act* by failing to pay rent for the months of December 2013 to March 2014 inclusive.

Based on the above, I find the landlords have met the burden of proof and I grant the landlords **\$3,600.00** for unpaid rent comprised of \$900.00 per month for the months of December 2013 to March 2014 inclusive.

As the landlords’ application had merit, I grant the landlords the recovery of the **\$50.00** filing fee.

Monetary Order – I find that the landlords have established a total monetary claim in the amount of **\$3,650.00** comprised of \$3,600.00 in unpaid rent, plus the \$50.00 filing fee. I grant the landlords a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,650.00**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlords have established a total monetary claim in the amount of \$3,650.00 comprised of \$3,600.00 in unpaid rent, plus the \$50.00 filing fee. I grant the landlords a monetary order pursuant to section 67 of the *Act* in the amount of \$3,650.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: April 14, 2014

Residential Tenancy Branch

