



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of possession for unpaid rent, a monetary Order for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on March 3, 2014 copies of the Application for Dispute Resolution, Notice of Hearing and evidence were sent to the tenant via registered mail at the address noted on the application. A Canada Post tracking number, receipt and signature confirming delivery on March 7, 2014 was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Preliminary Matters

The landlord stated that the tenant vacated the rental unit on February 24, 2014; an Order of possession is not required.

The landlord confirmed that a previous tenancy had occurred, ending on May 31, 2013, with a new agreement signed commencing June 1, 2013. Any matters related to the previous tenancy were not considered; the landlord is at liberty to reapply within the legislated time-frames, in relation to that tenancy.

Issue(s) to be Decided

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

May the landlord retain the security deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on June 1, 2013. Rent in the sum of \$1,130.00 was due in 2 payments, each month. A security deposit in the sum of \$450.00 was transferred from a previous tenancy. A copy of the tenancy agreement was supplied as evidence.

The landlord provided copies of calculations showing rent that was due, covering the previous tenancy and the current tenancy.

The landlord stated that the tenant made the following rent payments:

January 2014	615.01
January 27, 2014	200.01
December 2, 2013	900.01
December 13, 2013	330.01
November 15, 2013	1,000.00
October 18, 2013	1000.01
September 6, 2013	600.01
September 23, 2013	500.01
August 8, 2013	600.01
July 12, 2013	600.01
June 14, 2013	600.01
June 3, 2013	730.01
TOTAL	7,675.11

During these 9 months the tenant owed the landlord \$10,170.00; leaving rent arrears in the sum of \$2,494.89.

The landlord said that rent arrears also apply to the preceding tenancy.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of evidence to the contrary, I find that the tenant failed to pay the rent owed from June 2013 to February 2014 in the sum of \$2,494.89 and that the landlord is entitled to compensation in that amount. The tenancy agreement supplied as evidence set out the amount of rent owed. The landlord referenced her payment records, detailing payments made each month, resulting in rent arrears.

I find that the landlord's application has merit and, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the \$450.00 security deposit in partial satisfaction of the claim.

Therefore, the landlord has established a monetary claim, in the amount of \$2,594.89, which is comprised of unpaid rent and the \$100.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for the balance of \$2,144.89. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The balance of the sum claimed is dismissed.

The landlord has leave to reapply in relation to any previous tenancy.

Conclusion

The landlord is entitled to a monetary Order for unpaid rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

The landlord has leave to reapply within the legislated time-frames, requesting compensation in relation to any previous tenancy.

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 17, 2014

Residential Tenancy Branch

