



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, OPR, OPB

### 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, an order of possession for the rental unit due to alleged cause and for breach of an agreement with the landlord, and for recovery of the filing fee.

The landlord and his agent attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that he served the tenant with his Application for Dispute Resolution and Notice of Hearing by leaving it with the tenant on April 17, 2014.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their 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.

*Preliminary matter*-The tenancy ended after the landlord filed his application for dispute resolution; as a result, I have excluded the landlord's request for an order of possession for the rental unit.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation?

Background and Evidence

The landlord testified that this tenancy began in January 2014 and monthly rent was \$850. The landlord submitted that the tenant vacated the rental unit at the end of April, pursuant to an order of possession for the rental unit he obtained from the Residential Tenancy Branch ("RTB") in an earlier dispute resolution hearing.

The monetary claim listed in the landlord's application was \$2550; however, the landlord amended their claim, by reducing the amount requested to \$1250, for unpaid rent of \$850 for April and damages for \$400.

In support of their monetary claim, the landlord submitted that the tenant remained in the rental unit for the month of April, and failed to pay rent of \$850.

The landlord also submitted that they noticed after the tenant vacated, that he had damaged the rental unit, in the approximate amount of \$400.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I find the tenant owed rent for April, as he remained in the rental unit, and failed to pay.

I therefore approve the landlord's claim for \$850.

As to the landlord's request for damages to the rental unit, I find the landlord failed to supply any proof that the tenant had committed damages. For instance, the landlord did not supply a move-in or move-out condition inspection report, photographs of the rental unit, or receipts showing that he had suffered a loss.

I therefore dismiss his claim for \$400 for the unspecified damages.

Due to the above, I find the landlord is entitled to a total monetary award of \$850, for unpaid rent for April 2014.

### Conclusion

The landlords' application for monetary compensation is granted in part.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$850, which I have enclosed with the landlord's Decision.

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

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 respondent.

Dated: June 05, 2014

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Residential Tenancy Branch

