



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPC, MNR, FF

### Introduction

This hearing was held in response to the landlord's Application for Dispute Resolution in which the landlord has applied requesting an Order of possession for cause, compensation for unpaid rent and return of the filing fee costs.

The landlord provided affirmed testimony that on October 29, 2014 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via registered mail at the address noted on the Application. A Canada Post tracking number and tracking number was provided as evidence of service.

The tenant vacated the unit on October 30, 2014. The landlord checked the Canada Post web site and determined that the registered mail was successfully delivered on November 12, 2014.

These documents are sufficiently served in accordance with sections 71 and 90 of the Act; however the tenant did not appear at the hearing.

### Preliminary Matters

The landlord does not require an Order of possession; the tenant has vacated.

### Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid September and October 2014 rent?

### Background and Evidence

The tenancy commenced on June 19, 2013; rent was \$1,175.00 per month, due on the 1<sup>st</sup> day of the month. A security deposit in the sum of \$587.50 was paid. A copy of the tenancy agreement was supplied as evidence.

A 1 month Notice ending tenancy for cause was issued; the Notice had an effective date of October 31, 2014. The tenant did not dispute the Notice and vacated.

The landlord said the tenant did not pay September and October 2014 rent in the sum of \$2,350.00. The landlord has claimed compensation for the unpaid rent.

### 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 the tenant, who was served notice of this hearing, I find that the landlord is entitled to compensation in the sum of \$1,175.00 for each September and October, 2014 unpaid rent. The tenant breached the Act when he failed to pay rent on the date it was due.

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 \$50.00 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 security deposit in partial satisfaction of the claim. The landlord stated he would like to apply the deposit to rent owed.

Based on these determinations I grant the landlord a monetary Order in the sum of \$1,812.50. 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

### Conclusion

The landlord is entitled to compensation for unpaid rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding 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: December 05, 2014

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Residential Tenancy Branch

