



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony that they served the Application for Dispute Resolution personally at the disputed address. The landlord's daughter said her mother had a stroke so she assisted her by serving it. She graphically described coming to the door, seeing the tenants inside, asking them to come to the door to get some papers and the tenants screaming refusal. At this point she put it through the door for them. Pursuant to section 71(2) (b) of the Act, I find the Application was legally served. This is the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages; and
- b) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant has unpaid rent and also damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in January 2015, that monthly rent was \$970 and a security deposit of \$485 was paid. The landlord explained that rent of \$886.42 was initially paid by the Ministry and the tenant was to pay the balance. This arrangement was fine until May 2015 when the Ministry paid only \$286.42 in both May and June and the tenant failed to pay any of the \$593.58 owed for each month. In August, the Ministry paid \$511 and the tenant failed to pay the balance of \$458.58. The tenant vacated at the end of August. The landlord claims unpaid rent of \$1645.74. In evidence are copies of the Ministry cheques and the landlord's calculations of outstanding rent.

The landlord also is claiming for damages but had failed to submit any evidence in support.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find that there are rental arrears in the amount of \$1645.74 for May, June, July and August 2015. May and June 2010 and the landlord is entitled to a monetary order for this amount plus the filing fee.

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.

As discussed with the landlord in the hearing, the onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord has not submitted evidence to support her claim, possibly due to her medical issues. I dismiss the claim of the landlord for compensation for damages and give her leave to reapply.

Conclusion:

I find the landlord is entitled to a monetary order for rental arrears only as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application. I dismiss the claim of the landlord for damages and give her leave to reapply.

Calculation of Monetary Award:

Rental arrears May, June, August 2015	1645.74
Filing fee	50.00
Less security deposit (no interest 2015)	-485.00

Total Monetary Order to landlord for unpaid rent	1210.74
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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*.

Dated: December 02, 2015

Residential Tenancy Branch

