



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent and utilities - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing in person on February 21, 2015 in accordance with Section 89 of the Act. The Tenants did not participate in the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the hearing the Landlord confirmed that the Tenants moved out of the unit and that the Landlord no longer requires an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

Background and Evidence

There is no written tenancy agreement. The tenancy started on or about February 1, 2015 and ended on March 18, 2016, the date the Tenants were “cleaned out”. Rent of \$600.00 was payable on the first day of each month. No security deposit was collected by the Landlord.

The Tenants owed rental arrears of \$960.00 to and including January 2016 and in February 2016 the Landlord served the Tenants with a notice to end tenancy for unpaid rent. The Notice also includes an unpaid amount of \$799.00 for utilities. The Tenants did not pay any rent for February 2016. The Landlord does not claim rent for March 2016. The Landlord claims \$1,560.00 in unpaid rent and \$799.00 for utilities. No invoices were provided for the utilities. No evidence or claims were advanced for damages to the unit.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the Landlord's evidence of the oral terms of the tenancy agreement I find that the Landlord has substantiated that the Tenants failed to pay the rent as agreed. The Landlord is therefore entitled to **\$1,560.00** in unpaid rent.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. As the Landlord provided no accounting or invoices for the utilities claimed I find that the Landlord has

not substantiated the loss claimed and I dismiss this claim. As the Landlord made its claim for damage to the unit before the tenancy ended and as the Landlord provided no evidence in relation to any damage to the unit I dismiss this claim with leave to reapply.

As the Landlord's rental claim has had merit I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,660.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$1,660.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: April 07, 2016

Residential Tenancy Branch