



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 19 minutes. One of two landlords, landlord PM ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had authority to speak on behalf of her brother, "landlord BM," the other landlord named in this application as an agent at this hearing (collectively "landlords"). The landlord testified that she and landlord BM were co-owners of this rental unit.

The landlord testified that she personally served the tenant with the landlords' application for dispute resolution hearing package on June 16, 2016. The landlord said that she works with the tenant and she served him at their employment address because he did not provide any other address for service. The landlord provided a signed written proof of service, indicating that "female NO" witnessed this service. In accordance with section 89 of the *Act*, I find that the tenant was served with the landlords' application on June 16, 2016.

### Issues to be Decided

Are the landlords entitled to a monetary award for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?  
Are the landlords entitled to recover the filing fee for this application?

### Background and Evidence

The landlord testified regarding the following facts. This tenancy began on March 1, 2011 and ended on October 29, 2015, when there was a fire at the rental unit due to arson by a third party. Monthly rent in the amount of \$750.00 was payable on the first day of each month. No security deposit was paid to the landlords. A written tenancy agreement was signed by both parties and a copy was provided for this hearing.

The landlords seek a monetary order of \$5,750.00 for unpaid rent from February to October 2015, the time during which the tenant was still living in the rental unit. The landlords also seek late fees of \$135.00 from February to October 2015, since the tenant did not pay rent on time. The landlord claimed that the tenant only made two payments of \$500.00 each on October 2 and 22, 2015, towards the rental arrears of \$6,750.00 for the above nine months. The landlord claimed that the tenant owes a balance of \$5,750.00 taking into account the above two payments.

### Analysis

Section 26 of the *Act* states that rent is payable on the date in the tenancy agreement, which was the first day of each month. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement must compensate the landlords for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on landlords claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlords provided undisputed evidence that the tenant failed to pay rent totalling \$5,750.00 from February to October 2015, taking into account rent payments made by the tenant totalling \$1,000.00. Although the tenant vacated the rental unit on October 29, 2015, two days before the end of the month, I find that the landlords are still entitled to rent for the entire month of October 2015, since rent is due on the first day of the month. Accordingly, I find that the landlords are entitled to \$5,750.00 in unpaid rent from the tenant.

I find that the landlords are entitled to \$135.00 total in late fees from February to October 2015 for failing to pay rent when it was due. The landlords provided for this

\$15.00 monthly fee in clause 9 of the written tenancy agreement, as required by sections 7(1)(d) and (2) of the *Regulation*.

As the landlords were successful in this application, I find that they are entitled to recover the \$100.00 filing fee paid for their application.

### Conclusion

I issue a monetary order in the landlords' favour in the amount of \$5,985.00 against the tenant. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: December 15, 2016

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Residential Tenancy Branch