



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

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

- a monetary order for unpaid rent, 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. The 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 testified that the tenant was served with the landlord's application for dispute resolution hearing package on July 12, 2017, by way of registered mail to the rental unit address where the tenant was still residing until July 31, 2017. The landlord provided a Canada Post receipt and tracking number with this application. The Canada Post tracking number indicates that the tenant received and signed for the package on July 18, 2017. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application on July 17, 2017, five days after its registered mailing to the rental unit address where she was residing.

Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The landlord testified regarding the following facts. This tenancy began on January 31, 2017 and ended on July 31, 2017. Monthly rent in the amount of \$900.00 was payable on the first day of each month. A security deposit of \$450.00 was due but the tenant did

not pay this deposit to the landlord. A written tenancy agreement was signed by both parties and a copy was provided for this hearing.

The landlord seeks a monetary order of \$800.00 for unpaid March 2017 rent and to recover the \$100.00 filing fee paid for this application.

The landlord stated that the tenant only paid \$100.00 towards March 2017 rent and failed to pay the remaining \$800.00 due. The landlord provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 24, 2017 ("10 Day Notice"), which he issued to the tenant for unpaid March 2017 rent of \$800.00. He said that he served this notice on May 24, 2017, by way of posting it to the tenant's rental unit door. He claimed that the tenant received the notice because she disputed it and a Residential Tenancy Branch ("RTB") hearing was held on June 28, 2017, after which a decision of the same date was issued by a different Arbitrator. The file number for that previous hearing appears on the front page of this decision. The landlord provided a copy of the decision, indicating that the tenant's application was dismissed with leave to reapply, because neither party attended the hearing.

Analysis

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 landlord for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlord provided undisputed evidence that the tenant failed to pay rent of \$800.00 for March 2017. I find that the tenant was residing in the rental unit during March 2017, that rent of \$900.00 was due as per the parties' written tenancy agreement, and the tenant only paid \$100.00 towards this rent. Although the tenant disputed the 10 Day Notice for the March 2017 rent, she did not attend the hearing to confirm whether she paid rent. Accordingly, I find that the landlord is entitled to \$800.00 in unpaid rent from the tenant for March 2017.

As the landlord was successful in this application, I find that he is entitled to recover the \$100.00 filing fee from the tenant.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$900.00 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: January 04, 2018

Residential Tenancy Branch