



# 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 an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, for money owed or compensation under the Act, and to recover the filing fee from the tenants.

### Preliminary and Procedural issue

Although YB is not listed on the tenancy agreement as a tenant, I accept YB is a tenant as they represented themselves as a tenant at a previous hearing. I have noted the file numbers on the cover page of this decision.

The landlord attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served on the tenant YB, in person on January 28, 2018, I find the tenant YB has been served in accordance with the Act.

The landlord testified that they did not serve YS, or CS. Since the tenants YS and CS were not served in accordance with the Act. I find it appropriate to dismiss the claim against YS and CS. This hearing proceeded against the tenant YB.

In this matter the landlord amended their application for damages; however, that was not done in accordance with the Residential Tenancy Branch Rules of Procedures. Therefore, I will only consider the landlord's claim as originally filed, on January 25, 2018.

The landlord appeared gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

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

Is the landlord entitled to monetary compensation for money owed?

### Background and Evidence

The tenancy began on December 1, 2016. Rent in the amount of \$1,100.00 was payable on the first of each month. A security deposit of \$550.00 and a pet damage deposit of \$550.00 were paid by the tenants. The tenancy ended on February 3, 2018.

The landlord claims as follows:

a.	Unpaid rent for January and February 2018	\$2,200.00
b.	Additional rent for a third person living in premises	\$2,100.00
c.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$4,400.00</b>

The landlord testified that at the previous hearing that the parties agreed that the tenancy would legally end on January 31, 2018. The landlord stated that the tenants failed to pay the rent. The landlord seeks to recover unpaid rent for January 2018, in the amount of \$1,100.00.

The landlord testified that the tenants did not vacate on January 31, 2018, as agreed upon and did not leave the rental unit clean and undamaged. The landlord stated that the tenants did not vacate the rental unit until February 3, 2018, and they should be entitled to claim rent for February 2018, in the amount of \$1,100.00.

The landlord testified that a term of the tenancy was that any additional person over 14 days staying in the rental unit would be required to pay additional rent for \$150.00. The landlord stated that YB moved in at the start of the tenancy and the tenants failed to pay the additional rent for the 14<sup>th</sup> month period. The landlord seeks to recover the amount of \$2,100.00. (14x\$150.00=\$2,100.00)

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 26 of the Residential Tenancy Act states:

*26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I accept the undisputed evidence of the landlord that the tenants failed to pay rent for January 2018. I find the tenants breached the Act, and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent for January 2018 in the amount of **\$1,100.00**.

I further accept the undisputed evidence of the landlord that the tenants vacated on February 3, 2018, after the agreed upon date. As rent was due and owing on March 1, 2018, I find the landlord is entitled to recover loss of rent for February 2018, in the amount of **\$1,100.00**.

I further accept the undisputed evidence of the landlord that the tenants were required to pay an additional amount of \$150.00 per month should a third person resided in the premises over 14 days. I accept YB, was an additional tenant for the duration of then tenancy. I find the tenants breached the tenancy agreement, and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent for January 2018 in the amount of **\$2,100.00**.

I find that the landlord has established a total monetary claim of **\$4,400.00** comprised of the above described amounts and the \$100.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

#### Conclusion

The landlord is granted a monetary order pursuant to section 67 of the Act, against the tenant  
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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: March 26, 2018

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Residential Tenancy Branch