



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent and to recover the filing fee from the tenant.

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

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

The landlords testified the Application for Dispute Resolution and Notice of Hearing were served on the tenant, in person, on June 11, 2018.

I find that the tenant has been duly served in accordance with the Act.

The landlords agent appeared gave 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.

Issue to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy began on September 1, 2014. Rent in the amount of \$750.00 was payable on the first of each month. The tenant paid a security deposit of \$375.00.

The landlords stated that the property was sold and the new owners took possession on February 1, 2018, and the security deposit was transferred with the property. The landlords stated that the tenancy continued with the new owners.

The landlords claim as follows:

a.	Unpaid rent during tenancy up to January 31, 2018	\$5,875.00
	Filing fee	\$ 100.00
	Total claimed	\$5,975.00

The landlords testified that the tenant was in rent arrears during the tenancy. The landlords stated that the tenant was going to school to be a registered nurse and was working. The landlords stated that they were very supportive of the tenant's education and was always told by the tenant that they would pay the outstanding rent as soon as they started to work. The landlords stated that they were also told by the tenant that they had money coming to them from an inheritance.

The landlords testified that since the property was transferred to the new owners, that the tenant has simply ignored them. The landlords stated that the tenant is working as a nurse and has failed to make any efforts to pay them the outstanding rent. The landlords seek to recover unpaid rent in the total amount of \$5,875.00. Filed in evidence is a detail list of payments of rent received from the tenant. Filed in evidence are emails between the parties.

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 landlords have 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-comply 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 (1) of the Act states 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 landlords that the tenant failed to pay rent during the tenancy as required by the Act. I find the tenant has breached section 26 of the Act and the landlord suffered a loss.

I accept the undisputed evidence of the landlords that the calculation of unpaid rent is accurate. Therefore, I find the landlords are entitled to recover unpaid rent in the amount of \$5,875.00.

I find that the landlords have established a total monetary claim of **\$5,975.00** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlords an order under section 67 of the Act.

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 landlords are granted a monetary order.

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: October 26, 2018

Residential Tenancy Branch