



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MOUNT HOPE SENIOR CITIZEN HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MNRL, OPR, FFL

### Introduction

On August 3, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an Order of Possession for the rental unit, a Monetary Order for Unpaid Rent and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 25-minute hearing. The Landlord testified that she personally served the Tenant with the Notice of Hearing by hand delivering a copy to the Tenant at the rental unit on August 15, 2018. I find that the Tenant has been duly served with the Notice of Hearing in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenant did not call into the conference, the hearing was conducted in her absence and the Application, as amended, was considered along with the evidence as presented by the Landlord.

The Landlord was provided the opportunity to present her affirmed testimony and documentary evidence at the hearing. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Issue

The Landlord testified that the Tenant moved out of the rental unit on September 13, 2018, with the assistance of the Tenant’s family. The Landlord no longer required an Order of Possession and asked that the request for an Order of Possession be removed from her Application. In

accordance with Section 64(3) of the Act, I have amended the Landlord's Application by removing their request for an Order of Possession.

### Issues to be Decided

Should the Landlord receive a Monetary Order for unpaid rent, in accordance with Section 67 of the Act?

Should the Landlord receive reimbursement for the filing fee, in accordance with Section 72 of the Act?

### Background and Evidence

The Landlord provided the following affirmed testimony and evidence:

The month-to-month tenancy began on August 1, 2017 and the rent of \$955.00 was due on the first of each month. The Tenant refused to sign the Tenancy Agreement and did not provide the security deposit.

The Tenant provided partial rent payments for the first part of her tenancy; however, as of April 2018, the Tenant stopped paying her monthly rent.

On July 10, 2018, the Landlord personally served a 10-Day Notice to End Tenancy for Unpaid Rent (the "Notice") to the Tenant, at her rental unit. The Notice contained information including that the Tenant owed \$4,275.00 in unpaid rent as of July 1, 2018. The move-out date, as indicated on the Notice, was July 20, 2018.

The Tenant moved out of the rental unit on September 13, 2018 and the Landlord is claiming the amount of unpaid rent as noted on the Notice, regardless of the Tenant failing to pay rent for August and part of September 2018.

### Analysis

Section 67 of the Act establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order the responsible party to pay compensation to the other party. In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof. The Applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the Applicant must then provide evidence that can verify the actual monetary amount of the loss or damage. Section 7(1) of the Act establishes that a Tenant who does not comply with the Act, the Regulations or the Tenancy Agreement must compensate the Landlord for damage or loss that results from that failure to comply.

I accept the Landlord's evidence that the Tenant failed to pay rent, in accordance with Section 26 of the Act, and that as a result, the Landlord sustained a loss of \$4,275.00. The Landlord provided undisputed testimony that the Tenant only provided partial rent for the months in early 2018 and that the Tenant failed to pay any rent while living in the rental unit from April to September 2018.

I find that the Landlord has established a monetary claim for unpaid rent, in the amount of her claim, for a total of \$4,275.00.

The Landlord's Application has merit and I find that she should be reimbursed for the filing fee of \$100.00.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$4,375.00, which includes \$4,275.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

As a result, I grant the Landlord a Monetary Order for \$4,375.00 in accordance with Section 67 of the Act. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: September 17, 2018

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Residential Tenancy Branch