



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WILLOW POINT REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

On June 15, 2018, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for rent arrears pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord and Tenant both attended the hearing. Both parties provided a solemn affirmation.

The Landlord advised that she served the Tenant a Notice of Hearing package and evidence by registered mail on June 18, 2018. The Tenant advised that he received this package; however, the only reason he received it was because he went for a job interview and the package was served to his prospective place of employment. He advised that he received the package approximately one month ago. The Landlord advised that she had not been able to contact the Tenant and remembered that he had told her where he might be working in the future so she sent the Notice of Hearing package to that address.

While the Landlord was cautioned in the hearing that serving in this manner is not appropriate and contrary to the *Act*, as the Tenant advised that he had reviewed the package, that he was familiar with the Landlord’s claims, and that he was prepared to proceed, I do not find it prejudicial against the Tenant to proceed with this hearing. As such, I am satisfied that the Notice of Hearing package was served in fact, and in accordance with Section 71 of the *Act*. The parties agreed to communicate after the hearing to establish a suitable service address for future documents.

The Tenant advised that he did not submit any evidence as he was unable to.

Both parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

Both parties agreed that the tenancy started on June 1, 2017 and that the Tenant vacated the rental unit on May 31, 2018. Rent was established at \$750.00 per month, due on the first day of each month. A security deposit was not collected.

The Landlord submitted that the Tenant had run into difficulties paying the rent in 2017 and the Landlord attempted to work with the Tenant and accommodate him. She advised that partial rent payments were made starting in August 2017, and she submitted into evidence an accounting history and receipts outlining those payments. However, the outstanding rent became too much to bear and a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") was served to the Tenant on May 18, 2018 by posting to the Tenant's door. The Notice indicated that **\$2,227.00** was outstanding on May 1, 2018 and the effective end date of the Notice was May 31, 2018.

The Tenant advised that there were personal issues in his life which contributed to his difficulty in paying the rent in full and that he had been working with the Landlord to rectify this debt. He acknowledged that he was in arrears in the amount that the Landlord specified and was willing to work with the Landlord to satisfy these debts incurred.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

Based on the undisputed evidence before me, I am satisfied by the testimony and evidentiary submissions that the Landlord has established a claim for a monetary award amounting to **\$2,227.00** for rent arrears from August 2017 to May 2018.

As the Landlord was successful in her claims, I find that the Landlord is entitled to the \$100.00 filing fee paid for this application.

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$2,327.00** in the above terms, and 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: September 19, 2018

Residential Tenancy Branch