



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on February 13, 2018 and has provided a copy of the Canada Post Customer Tracking number and a printout of an online tracking search results as confirmation. I accept the undisputed affirmed evidence of the landlord and find that the tenant has been properly served with the notice of hearing package via Canada Post Registered Mail on February 13, 2018. Although the tenant failed to attend the hearing, the tenant is deemed served 5 days later on February 18, 2018 as per section 90 of the Act and I note that the tenant had signed in receipt of the package on February 15, 2018.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on July 1, 2017 on a month-to-month basis. The monthly rent was \$1,400.00 payable on the 1st day of each month. A security deposit of \$700.00 was paid on July 1, 2017. No signed tenancy agreement was made. The landlord stated that the \$700.00 security deposit was returned as part of a separate dispute resolution hearing.

The landlord seeks a monetary claim of \$2,800.00 which consists of:

\$1,400.00	Unpaid Rent, August 2017
\$1,400.00	Unpaid Rent, September 2017

The landlord claims that the tenant moved in without signing a tenancy agreement, but paid \$2,100.00 in cash, \$1,400.00 for July 2017 rent and \$700.00 as a security deposit. The landlord clarified that the tenant was served with a 10 Day Notice for Unpaid Rent dated August 15, 2017 by posting it to the rental unit door on August 23, 2017. The 10 Day Notice stated that the tenant failed to pay rent of \$1,400.00 that was due on August 1, 2017. The landlord stated that the tenants eventually vacated the rental unit on September 5, 2017 without paying any rent for August and September 2017.

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 that 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 claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was served with the 10 Day Notice dated August 15, 2017 by posting it to the rental unit door on August 23, 2017. The landlord has provided sufficient evidence to show that the tenant failed to pay rent for August and September of 2017 and the landlord has established a claim for the \$2,800.00 in unpaid rent.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$2,900.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the 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 11, 2018

Residential Tenancy Branch