



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

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

- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord, B. S. and her agent attended the hearing via conference call and provided affirmed testimony. The landlord, S.G. did not attend or was represented. The tenant did not attend. No documentary evidence was filed by either party.

The landlord claimed that the tenant was personally served with the notice of hearing package on September 14, 2018. No proof of service was provided. I accept the landlord's claim based upon her direct testimony that the tenant was personally served with the notice of hearing package on September 14, 2018 and find that the tenant was deemed served as per section 90 of the Act.

Issue(s) to be Decided

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

The landlords' agent stated that there was no signed tenancy agreement or any written demand of unpaid rent.

The landlord seeks a clarified monetary claim of \$1,900.00 for:

\$900.00	Unpaid Rent, August 2018
\$900.00	Unpaid Rent, September 2018
\$100.00	Filing Fee

The landlord claimed that the tenant failed to pay rent for the months of August and September of 2018 for which monthly rent is \$900.00 per month.

The landlord stated that previous monthly rent was paid in cash, but that no rental receipts were issued nor is there any record of a tenancy.

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.

In this case, the landlords claim that the tenant failed to pay rent of \$900.00 owing for each of the months', August 2018 and September 2018. However, the landlord has not provided any supporting evidence:

- 1) The named tenant is a tenant (a tenancy agreement).
- 2) The monthly rent is \$900.00(receipts or tenant ledger).
- 3) The tenant was served with a demand for unpaid rent (a 10 Day Notice).

No evidence to support the claim of unpaid rent was provided. As such, I find on a balance of probabilities that the landlords have failed to provide sufficient evidence for a monetary claim.

It was noted during the hearing that the landlords were notified that a written tenancy agreement is required under the Act and that rent paid in cash require a receipt issued by the landlord.

Conclusion

The landlords' application is dismissed without leave to reapply.

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: January 17, 2019

Residential Tenancy Branch