



# 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 an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent and to recover the cost of the filing fee from the tenant.

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

On October 31, 2018, the landlord was granted a substituted service order, which reads as follows.

“The landlord is granted an order for substituted service. The landlord may serve the tenant the Application for Dispute Resolution and Notice of Dispute Resolution hearing documents, with supporting documents and written evidence, along with a copy of this substituted service decision, to the email addresses provided for the tenant...”

[Reproduced as written]

The landlord testified that the Application for Dispute Resolution and Notice of Hearing were sent by email on November 3, 2018.

I find the landlord has complied with the substituted service order. I find that the tenant has been duly served in accordance with the Act.

The landlord 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

Is the landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The tenancy began on July 1, 2017. Rent in the amount of \$3,500.00 was payable on the first of each month. The tenant did not pay the security deposit. The tenancy ended on May 3, 2018. Filed in evidence is a copy of the tenancy agreement.

The landlord testified that the tenant did not pay all rent owed for March 2018, and there was an outstanding balance of \$1,000.00. The landlord stated that the tenant failed to pay rent for April, 2018 in the amount of \$3,500.00. The landlord seeks a monetary order for unpaid rent in the amount of \$4,500.00.

### 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 landlord has 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.

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

#### **Rules about payment and non-payment of rent**

**26** (1) *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 testimony of the landlord that the tenant failed to pay all rent due for March 2018, and no rent for April 2018. I find the tenant has breached section 26 of the Act when they failed to pay rent when due under the tenancy agreement and

this has caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent in the total amount of **\$4,500.00**.

I find that the landlord has established a total monetary claim of **\$4,600.00** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlord 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 landlord is granted a formal monetary order for unpaid rent and the cost of the filing fee.

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: February 26, 2019

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Residential Tenancy Branch