



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code 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 filing fee from the tenants.

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

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were on the tenant CW, in person, on November 6, 2018. CW did not appear.

I find that the tenant CW has been duly served in accordance with the Act.

The landlord testified that they were unable to serve the tenant RS.

Since the tenant RS was not served, I find it appropriate to remove RS from the style of cause.

Therefore, this hearing only proceeded against the tenant CW.

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.

Issues to be Decided

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

Background and Evidence

The tenancy began on January 1, 2018. Rent in the amount of \$1,800.00 was payable on the first of each month. The tenants paid a security deposit and a pet damage deposit (the "Deposits") totaling the amount of \$1,000.00. The tenancy ended on October 31, 2018.

The landlord claims as follows:

a.	Unpaid rent for October 2018	\$1,574.00
b.	Filing fee	\$ 100.00
	Total claimed	\$1,674.00

The landlord testified that the tenants gave notice to end their tenancy effective October 31, 2018. The landlord stated that the tenants failed to pay rent for October 2018, and were served with a notice to end tenancy.

The landlord stated that they received a portion of the rent from the tenants for October 2018; however, there is a balance due of unpaid rent in the amount of \$1,574.00.

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.

...

The tenants failed to pay all rent owed for October 2018, I find the tenants breached the Act and the landlord suffered a loss. I find the landlord is entitled to recover unpaid rent in the amount of **\$1,574.00**.

I find that the landlord has established a total monetary claim of **\$1,674.00** comprised of the above described amount and the \$100.00 fee paid for this application.

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.

As the tenants have not provided the landlord a forwarding address, I find it not necessary to offset the above amount with the tenants' Deposits.

Conclusion

The landlord is granted a formal monetary order in the above noted amount.

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: March 01, 2019

Residential Tenancy Branch