



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL, MNRL, FFL

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord CB appeared at the hearing on behalf of both landlords ("the landlord") and was given the opportunity to make submissions as well as present affirmed testimony and written evidence. The tenants did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional ten minutes to allow the tenants the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenants had been provided.

The landlord provided affirmed testimony that the landlord served the tenants with the Notice of Hearing and Application for Dispute Resolution by registered mail sent to them individually on January 14, 2019 and deemed received by the tenants under section 90 of the *Act* 5 days later, that is, on January 19, 2019. The landlord provided the Canada Post Tracking Numbers in support of service to which I refer on the cover page. Pursuant to sections 89 and 90, I find the landlord served the tenants with the Notice of Hearing and Application for Dispute Resolution on January 19, 2019.

*Preliminary Issue*

At the outset of the hearing, the landlord withdrew the request for reimbursement of the outstanding utilities as set out in the monetary order worksheet filed by the landlord.

Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord provided affirmed testimony that the parties entered into a tenancy agreement on October 1, 2017 for rent of \$1,900.00 payable on the first of the month. The tenants paid no security deposit. The landlord submitted a copy of the tenancy agreement in evidence. The tenants vacated the unit on or about May 20, 2019.

The tenants failed to pay rent for the months of April and May 2019. The landlord obtained an order of possession in a previous arbitration hearing, the file number appearing on the front page of this decision. The landlord seeks reimbursement of the filing fee with respect to this previous application and order dated June 13, 2018 in the amount of \$100.00.

The landlord also sought a monetary order in the amount of \$3,800.00 for outstanding rent for April and May 2019.

The landlord submitted a Monetary Order Worksheet for the outstanding rent and the filing fee of the previous application.

The landlord claimed \$4,000.00 as follows:

ITEM	AMOUNT
Rent for April 2018	\$1,900.00
Rent for May 2018	\$1,900.00
Filing fee for previous application to obtain order of possession	\$100.00
Filing fee	\$100.00
<b>TOTAL</b>	<b>\$4,000.00</b>

The landlord testified that the above amounts claimed remain due and owing by the tenants.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The purpose of compensation is to put the person who incurred the damage or loss in the same position as if the damage or loss had not occurred. The person claiming compensation must establish **all** of the following four points:

1. The existence of the damage or loss;
2. The damage or loss resulted directly from a violation – by the other party – of the *Act*, regulations, or tenancy agreement;
3. The actual monetary amount or value of the damage or loss; and
4. Everything reasonable was done to reduce or minimize (mitigate) the amount of the loss or damage as required under section 7(2) of the *Act*.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

In this case, the onus is on the landlord to prove entitlement to a claim for a monetary award.

Based on the uncontradicted testimony and evidence presented by the landlord, I find the landlord has met the burden of proof on a balance of probabilities with respect to the

outstanding rent for April and May 2019 as claimed. I therefore award the landlord \$3,800.00 for this claim.

I also find the landlord has met the burden of proof on a balance of probabilities with respect to the outstanding claim for reimbursement of the filing fee of \$100.00 to obtain an order of possession. I therefore award the landlord \$100.00 for this claim. As the landlord is successful in this application, I grant the landlord \$100.00 for reimbursement of the \$100.00 filing fee for the within matter.

In summary, I grant the landlord a monetary order in the amount of \$4,000.00 as follows:

ITEM	AMOUNT
Rent for April 2018	\$1,900.00
Rent for May 2018	\$1,900.00
Filing fee for previous application to obtain order of possession	\$100.00
Filing fee	\$100.00
<b>Total Monetary Order for Landlord</b>	<b>\$4,000.00</b>

### Conclusion

The landlords are entitled to a Monetary Order in the amount of **\$4,000.00**. This Order must be served on the tenants. If the tenants fail to comply with this Order the landlord may file the Order in the Provincial Court (Small Claims) to be 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: March 18, 2019

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Residential Tenancy Branch