



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

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

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed 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. I accept the undisputed evidence of the landlord and find that the tenant was sufficiently served as per section 90 of the Act.

At the outset, the landlord stated that the tenant's roommate had vacated the rental unit on September 15, 2019 and that possession was no longer an issue. The landlord's application for an order of possession was cancelled by the landlord.

Issue(s) to be Decided

Is the landlord 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.

This tenancy began on October 1, 2018 on a fixed term tenancy ending on September 30, 2019 as per the submitted copy of the signed tenancy agreement dated September 15, 2018. The monthly rent is \$1,250.00 payable on the 1st day of each month. A security deposit of \$625.00 was paid on September 15, 2018.

The landlord seeks a monetary order for unpaid rent of \$2,500.00. The landlord stated that the tenant was served with a 10 Day Notice dated July 7, 2019 by posting it to the rental unit door on July 7, 2019. The 10 Day Notice sets out that the tenant failed to pay rent of \$1,250.00 that was due on July 1, 2019 and an effective end of tenancy date of July 17, 2019. The landlord submitted a copy of a proof of service document confirming that the 10 Day Notice was served.

The landlord stated that the tenant vacated the rental unit on August 2, 2019 without paying the July 2019 rent, but the landlord discovered that the tenant had a roommate. The landlord stated that the roommate occupied the rental unit during August 2019 and vacated it on September 15, 2019. The landlord seeks \$1,250.00 for the loss of rental income for July and August of 2019. The landlord stated that the rental agreement is only for the named tenant and that the landlord had no prior knowledge of the roommate prior to August 2019.

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, I accept the undisputed evidence of the landlord that the tenant was served with the 10 Day Notice dated July 7, 2019 and that the tenant had failed to pay rent for July 2019. I also accept the landlord's undisputed evidence that the tenant had an unknown roommate who had occupied the rental unit after the named tenant vacated the rental unit on August 2, 2019. This roommate did not vacate the premises until

September 15, 2019. On this basis, I find that the landlord has established a claim for unpaid rent/loss of rental income for July and August of 2019 for a total of \$2,500.00.

I also find as the landlord has been successful that the landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$2,600.00.

This order must be served upon the tenant. Should the tenant fail to comply with this 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: October 21, 2019

Residential Tenancy Branch