



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNRL

Introduction

In this dispute, the landlord sought compensation (for unpaid rent) pursuant to section 67 of the *Residential Tenancy Act* ("Act").

The landlord applied for dispute resolution on September 2, 2019 and a dispute resolution hearing was held at 1:30 PM on January 13, 2020. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony and to make submissions; the tenant did not attend. The hearing concluded at 1:36 PM.

The landlord confirmed that he served the tenant with a Notice of Dispute Resolution Proceeding by Canada Post registered mail on September 18, 2019. Based on this undisputed testimony I find that the landlord served the tenant in compliance with sections 59(3) and 89 of the Act.

I note that the tenant appears to have been aware of the hearing. Branch audit notes indicate that he contacted the Branch on January 7, 2020, "demanding that hearing be cancelled [. . .] he continued to demand that hearing be cancelled and then hung up" (notes made by an Information Officer). At 9:48 AM on January 13, 2020, the tenant contacted the Branch and stated that "he was in the hospital and unable to attend hearing this afternoon [. . .] tenant refused hearing information." While I make no finding of fact as to why the tenant is, or was, in hospital, that he refused the hearing information suggests he made the deliberate decision to simply not attend the hearing.

I have reviewed evidence submitted that met the *Rules of Procedure* and to which I was referred but have only considered evidence relevant to the issue of this application.

Issue

Whether the landlord is entitled to compensation for unpaid rent.

Background and Evidence

The landlord testified that the tenant (who used to be his friend) stayed in the rental unit back when the landlord was using it as an Airbnb accommodation. However, the tenant and another roommate moved into the rental unit on a permanent basis in January 2017. While there was no written tenancy agreement, the landlord stated that monthly rent, which was due on the first of the month, was \$1,200.00. The tenant did not pay a security or pet damage deposit. The landlord added that the rental unit was furnished.

The tenancy ended on July 1, 2019, at which time the tenant owed \$300.00 in rent arrears for March 2019, and \$1,200.00 in rent arrears for each of April, May and June of 2019. In total, the landlord seeks \$3,900.00 in compensation for unpaid rent. He has waived his right to recover the \$100.00 filing fee under section 72 of the Act.

In support of his application the landlord submitted a Monetary Order Worksheet, a statement of account reflecting the amounts owed, and, copies of text message exchanges with the tenant concerning the rent. The text messages are dated from May and July 2019 and reflect the tenant's awareness that he owed rent.

Analysis

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. The onus to prove their case is on the person making the claim.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent.

The landlord testified, and provided documentary evidence to support their submission, that the tenant owes rent in the amount of \$3,900.00. There is no evidence before me to find that the tenant had any right under the Act to not pay the rent.

Section 67 of the Act states that if damage or loss results from a party not complying with the Act, the regulations or a tenancy agreement, an arbitrator may determine the amount of, and order that party to pay, compensation to the other party.

Taking into consideration all the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving his claim for compensation in the amount of \$3,900.00.

Pursuant to section 67 of the Act I grant the landlord compensation in the amount of \$3,900.00. A corresponding Order is issued alongside this Decision, to the landlord.

Conclusion

I hereby grant the landlord a monetary order in the amount of \$3,900.00.

This order must be served on the tenant, and, should the tenant refuse to pay the landlord, the order may be filed in, and enforced as an order of, the Provincial Court of British Columbia, Small Claims Division.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 13, 2020

Residential Tenancy Branch