



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL FFL

Introduction

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

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlords attended and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Landlord KC (the "landlord") primarily spoke on behalf of both named landlords.

The landlord testified that they served the tenant by email on October 15, 2019 with the Application for Dispute Resolution and Notice of Dispute Resolution hearing documents, with supporting documents and written evidence, along with a copy of a substituted service decision dated October 10, 2019, to an email address in accordance with a substituted service decision issued by this Branch. Based on the evidence I find that the tenant has been sufficiently served with the landlord's materials on October 18, 2019 in accordance with section 71 of the *Act*.

Issue(s) to be Decided

Are the landlords entitled to a monetary award as claimed?

Are the landlords entitled to recover the filing fee from the tenant?

Background and Evidence

The monthly rent for this tenancy was \$1,450.00 payable on the first of each month. The landlords were issued an Order of Possession dated September 6, 2019, enforceable 2 days after service on the tenant. The landlords were also issued a monetary award for unpaid rent up to July 2019 and authorized to retain the security deposit for this tenancy.

The landlord submits that the tenant failed to pay rent for the months of August and September 2019 and that there is an arrear of \$2,900.00 for this tenancy. The landlord seeks a monetary award for the unpaid rent.

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.

I accept the evidence of the landlord that monthly rent for this tenancy was \$1,450.00. I accept the evidence that the tenant failed to pay rent for the months of August and September 2019 and that there is an arrear of \$2,900.00 for which a monetary order has not previously been issued. Accordingly, I find that the landlords are entitled to a monetary award in the amount of \$2,900.00.

As the landlords were successful in their application they are also entitled to recover the filing fee from the tenant.

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$3,000.00. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply

with this Order, this 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: January 28, 2020

Residential Tenancy Branch