



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, 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 cause and for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the landlord was served via Canada Post Registered Mail and has submitted a screenshot of the Canada Post Website online tracking history. It states that the package was served on April 20, 2020. The landlord also stated that the tenant was served with the submitted documentary evidence via email on April 18, 2020. I accept the undisputed affirmed evidence of the landlord and find that the tenant was sufficiently served. Although the tenant failed to attend and participate in the hearing, I find that the tenant is deemed served as per section 90 of the Act.

At the outset, the landlord stated that the tenant had vacated the rental on approximately May 10, 2020. As a result the landlord withdraws her applications for an order of possession for cause and unpaid rent. As such, no further action is required for these portions of the landlord's application.

During the hearing the landlord also clarified that there was an arithmetic error for the monetary claim. The landlord stated that the amount sought should be \$2,350.00. As the monetary claim is being lowered, I find that there is no prejudice to the tenant in amending the landlord's application.

The hearing shall proceed on the landlord's monetary claim only.

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 April 1, 2016 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated March 18, 2016. The monthly rent was \$750.00 payable on the 1st day of each month. A security deposit of \$375.00 was paid on March 23, 2016.

The landlord also stated that the tenant was served with a 10 Day Notice for Unpaid Rent dated March 24, 2020 which was served to the tenant on March 24, 2020 by posting it to the rental unit door. The 10 Day Notice states that the tenant failed to pay rent of \$750.00 that was due on March 1, 2020 and an effective end of tenancy date of April 8, 2020.

The landlord also seeks a clarified monetary claim of \$2,350.00 which consists of:

\$2,250.00	Unpaid Rent, \$750.00/month, March, April, May
\$100.00	Filing Fee

The landlord provided undisputed affirmed testimony that since the 10 Day Notice as served, no rent has been paid by the tenant.

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 undisputed affirmed evidence of the landlord that the tenant was served with the 10 Day Notice dated March 24, 202- by posting it to the rental unit door. The landlord stated that since this notice was served, the tenant has not paid any rent for March 2020, April 2020 and May 2020 before vacating the rental unit sometime around May 10, 2020. On this basis, I find that the landlord has provided sufficient evidence of unpaid rent of \$2,250.00.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$2,350.00.

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: June 01, 2020

Residential Tenancy Branch