



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd
and [tenant name suppressed to protect privacy]

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 unpaid rent 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 corporate landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with the notice of application and evidence by registered mail. The landlord submitted a valid Canada Post tracking receipt dated June 19, 2020 as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on June 24, 2020, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover their filing fee from the tenant?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This tenancy began in February 2020. The monthly rent is \$1,825.00 payable on the first of each month.

The tenant has failed to pay full rent for a number of months and there was an arrear of \$2,737.50 when the landlord filed their application on June 18, 2020. Since the application was filed additional rent has come due and there have been some payments made by the tenant. The landlord testified that as at the date of the hearing there is an outstanding arrear of \$912.50. The landlord provided a copy of the ledger and gave testimony regarding the recent payments made.

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 landlord's evidence that monthly rent for this tenancy is \$1,825.00. I accept the evidence, by way of the ledger submitted into documentary evidence and the testimony of the landlord, that the tenant has failed to pay the full amount of rent owing and there is an arrear of \$912.50 as at the date of the hearing. Accordingly, I issue a monetary award in the landlord's favour in that amount.

As the landlord was successful in their application I allow the landlord to recover their filing fee from the tenant.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,012.50. 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: July 17, 2020

Residential Tenancy Branch